

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, FEBRUARY 27, 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 21 and 22, 2023
  - 2) Payroll action and other forms requiring Board approval
- i) **Action Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4247960 through 4248240 totaling \$1,482,989.96 and 4247947 through 4247959 totaling \$11,305.59 (travel)
  - 2) Resolution – Appointments to the Walla Walla Fair and Frontier Days Board of Directors
  - 3) Resolution – Signing an amended agreement for Professional Services with LDC, Inc.
  - 4) Resolution – Executing Relocation Expenses Agreement with Jennifer Feinstein
  - 5) Execute Walla Walla District Court Services Agreement
- j) Miscellaneous business to come before the Board

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

IN THE MATTER OF  
APPOINTMENTS TO THE WALLA  
WALLA FAIR AND FRONTIER DAYS  
BOARD OF DIRECTORS

}

**RESOLUTION NO. 23**

**WHEREAS**, Director Sandi Rowe gave notice of her intent to leave the board effective February 18, 2023; and

**WHEREAS**, the Commissioners accept the resignation of Sandi Rowe; and

**WHEREAS**, pursuant to Walla Walla County Resolution 22 164, Julie McCubbins was appointed as ex-officio, non-voting member on the Walla Walla Fair and Frontier Days Board, with the provision that Ms. McCubbins would be appointed to fill any upcoming vacancies on the fair board; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby formally appoint Julie McCubbins to serve the unexpired term of Ms. Rowe set to expire subsequent to the September, 2023 fair board meeting.

**BE IT FURTHER RESOLVED** that Ms. McCubbins will be eligible to serve the equivalent of three (3) full terms or nine (9) years on the Walla Walla Fair and Frontier Days Board of Directors at the discretion of the Commissioners.

*Passed this 27<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*



# MEMO

Date: February 21, 2023

To: BOCC

From: Greg Lybeck, Fairgrounds Manager

**Intent** – Accept Resignation and Appoint Director

**Topic** – Walla Walla Fair and Frontier Board Changes

**Summary** – We are requesting the Board of County Commissioners accept the letter from Sandi Rowe resigning her position on the Walla Walla Fair & Frontier Days Board of Directors. Secondly, we are requesting the Board of County Commissioners formally appoint Julie McCubben, currently an ex-officio member of the Walla Walla Fair & Frontier Days Board of Directors (resolution no. 22 164) to serve a first three-year term beginning effective with approval by the Board of County Commissioners.

**Cost** – No cost.

**Funding** – None needed.

**Alternatives Considered** – None.

**Acquisition Method** – Per by-laws, application, and interview process.

**Security** – N/A

**Access** – N/A

**Risk** – No Risk.

**Benefits** – The Fair starts in just six months and it is essential that our Board of Directors is at full strength.

**Conclusion/Recommendation** – To accept Sandi Rowe's resignation from the Fair Board and appoint Julie McCubbins as a new Board member.

Submitted By

Disposition

Greg Lybeck Fairgrounds

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Approved

Name Department Date

Approved with modifications

*Greg Lybeck* 2.21.2023

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Needs follow up information

Signature

Denied

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BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up

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

IN THE MATTER OF SIGNING AN  
AMENDED AGREEMENT FOR  
PROFESSIONAL SERVICES WITH  
LDC, INC.

}

**RESOLUTION NO. 23**

**WHEREAS**, Walla Walla County Department of Community Development has an agreement with LDC, Inc. for On-call professional planning services that are required for various County current and long-range planning projects, as well as project permit processing; and

**WHEREAS**, Lauren Prentice, County Community Development Department Director has advised that there is a need to amend the contract with LDC, Inc. to extend the contract for 2023 and is covered under the department's budget to assist with workload, staffing and planning priorities; and

**WHEREAS**, said agreement and amendment benefits the Community Development Department and the citizens of Walla Walla County; and

**WHEREAS**, the County Prosecuting Attorney has reviewed said amended agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners they do hereby approve said agreement and the Chair of the Board shall sign the same in the name of the Board.

*Passed this 27<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*

**AMENDED AGREEMENT  
for  
PROFESSIONAL SERVICES**

THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") dated November 6, 2019 by and between LDC, Inc. and the COUNTY OF WALLA WALLA, is amended as follows:

The contract is extended until December 31, 2023. The total compensation for 2023 shall not exceed \$50,000, unless amended.

All other terms of the November 6, 2019 Agreement remain in full force and effect.

The Parties have executed this Amended Agreement on the 15 day of February, 2023.

CONSULTANT:

LDC, Inc

By: 

Name: Mark Villwock

Title: V.P.

Tax ID No. 91-2184193

COUNTY:

COUNTY OF WALLA WALLA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# 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  
From: Lauren Prentice, Director  
Date Prepared: February 15, 2023  
RE: Proposed Contract Amendment for On-call Professional Planning Services with LDC, Inc.

## **Intent**

Approval of a contract amendment between Walla Walla County and LDC, Inc. for on-call land use planning services to be provided as requested by the Community Development Department or the Board of County Commissioners: extend professional services agreement for on-call planning professional services in 2023 (amount not to exceed \$50,000).

## **Attachments**

1. Proposed contract amendment, signed by LDC

## **Background**

In November 2019, the County entered a contract for on-call planning services with LDC and it has been amended/extended since then.

## **Policy Impact**

This contract with LDC assists the County in complying with existing County and State policies and laws. LDC is able to supplement the expertise of our in-house planning staff, fill in when there are staff vacancies, and provide support in the event of larger project applications or increased permit workload. Having a contract in place for on-call professional planning services is a key tool for the Department; they can fill in as needed and help us provide applicants with a timely and predictable review process as well as assist with long-range planning projects.

## **Cost and Source of Funding**

The proposed amount \$50,000 is covered by the 2023 CDD budget, which includes an appropriation of \$50,000 for Professional Services. Additionally, we expect to utilize LDC to assist with processing the Farmstead PUD and Huntsman Estates projects, for which the applicants will be required to reimburse the County for the actual processing costs.

## **Submitted by:**

Lauren Prentice, Director  
Community Development Department

## **Disposition:**

Approved  
 Approved with modifications  
 Needs follow up information  
 Denied

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BOCC Chairman

Date

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

IN THE MATTER OF EXECUTING  
RELOCATION EXPENSES  
AGREEMENT WITH JENNIFER  
FEINSTEIN



**RESOLUTION NO. 23**

**WHEREAS**, Walla Walla County undertook a search process to fill the vacant positions for a deputy prosecuting attorney; and

**WHEREAS**, Walla Walla County offered a Relocation Expenses Agreement to Jennifer Feinstein relative to filling one of the vacant positions and Ms. Feinstein has executed same; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign said Relocation Expenses Agreement between Walla Walla County and Jennifer Feinstein.

*Passed this 27<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,  
STATE OF WASHINGTON  
RELOCATION EXPENSES AGREEMENT**

(sl. rev. 7-2018)

**THIS CONTRACT**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Walla Walla County, hereinafter called "County", and Jennifer Feinstein, hereinafter called "Employee".

**WITNESSETH:**

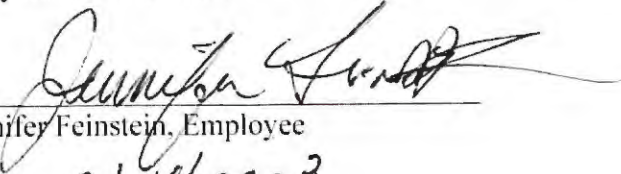
**WHEREAS**, pursuant to Walla Walla County Personnel Policies and Operations Manual, the County desires to enter into a contract with Employee to provide payment or reimbursement of moving expenses incurred as a direct result of accepting employment with Walla Walla County. Employee is a new full-time regular employee, is relocating her household to accept employment with Walla Walla County, and Employee would have to increase her commute from previous residence to new place of work by a minimum of fifty (50) miles or more.

**THE COUNTY AND EMPLOYEE AGREE** to comply with the following special terms and conditions:

1. The County shall pay to Employee the following authorized moving expenses:
  - a. The cost to drive an automobile via the most direct route based on the present mileage reimbursement rate between the Employee's present residence and Walla Walla, Washington.
  - b. A lodging reimbursement for every five hundred (500) miles driven based on the per diem in that location.
  - c. The cost of packing, unpacking, and moving household goods and personal items.
  - d. The cost of insurance for property moved.
2. Employee shall provide receipts for all authorized, qualifying relocation expenses by completing the county travel expense voucher prior to being reimbursed for any of the expenses covered by this agreement.
3. The total amount of reimbursement to the Employee shall not exceed eight thousand dollars (\$8,000.00).
4. Employee must remain employed on a regular full-time basis with Walla Walla County for a minimum of one (1) year, commencing on the date employee begins work.
5. If Employee resigns or is terminated prior to completing one (1) year of service, she will repay Walla Walla County the relocation reimbursement amount received.
6. Employee authorizes Walla Walla County to deduct the amount of relocation reimbursement from any wages or other amounts owed employee upon resignation or termination.
7. Repayment may be waived by the Board of County Commissioners if employment is terminated for reasons beyond the employee's control. The County shall report relocation reimbursements as income to Employee to the IRS (Internal Revenue Service) as provided by law.

**THIS AGREEMENT** and the Employment Agreement constitutes the entire understanding of the parties and supersedes any prior proposals or agreements.

**IN WITNESS WHEREOF**, the County and Employee have set their hands and seals the day and year above written.

By:   
Jennifer Feinstein, Employee

2/14/2023  
Date of Signing

BOARD OF COUNTY COMMISSIONERS IN  
AND FOR WALLA WALLA COUNTY

\_\_\_\_\_  
Jennifer R. Mayberry, Chair

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner

\_\_\_\_\_  
Date of Signing

Attest:

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

Approved as to Form Only:

\_\_\_\_\_  
Jesse D. Nolte, Chief Civil Deputy Prosecuting Attorney



# MEMO

Date: February 13, 2023

To: Board of County Commissioners

From: Gabriel Acosta, Prosecuting Attorney

Intent – For the Board to authorize a relocation agreement between Walla Walla County and Jennifer Feinstein.

Topic – Relocation Agreement for Jennifer Feinstein

## Summary

The Walla Walla County Personnel and Operations manual addresses relocation agreements for new employees in Policy Number 10.18. The Policy states that “The new employee’s position must be at a department head level or as otherwise approved by the Board of County Commissioners.”

The Walla Walla County Prosecuting Attorney’s Office currently has three vacancies for Deputy Prosecuting Attorney. The Prosecuting Attorney’s Office has, at least in recent memory, not offered relocation agreements to its newly hired attorneys. However, the Deputy Prosecuting Attorney positions have been difficult to fill, and it appears this is a statewide and national trend.

The Prosecuting Attorney’s Office has extended an offer to Jennifer Feinstein, who is located in North Carolina. Ms. Feinstein has been an attorney since 2019, and she was recently made a member of the Washington State Bar. Ms. Feinstein has requested reimbursement for moving expenses.

Given the professional level of the position, the job market and the difficulty and expense of relocating from the Southeastern United States, the Prosecuting Attorney’s office requests the approval of the Board of County Commissioners for a relocation agreement with Ms. Feinstein. The terms and conditions will be similar to recent agreements with Department Heads, and the agreement will incorporate the County policy, which requires a minimum of one-year employment with the County, unless waived by the Board of County Commissioners.

## Cost

Not to exceed \$8,000.

## Funding

Unused funding for unfilled positions.

## Alternatives Considered

Holding vacant position open.

**Acquisition Method**

Not applicable

**Security**

Prospective employee has completed background process and will undertake fingerprint background check upon start.

**Access**

N/A.

**Risk**

Eight thousand dollar expenditure.

**Benefits**

Filling one vacant Deputy Prosecuting Attorney position will move the Prosecuting Attorney's Office toward full staffing. Senior attorneys on staff will be able to work on other cases.

**Conclusion/Recommendation**

The Prosecuting Attorney's Office respectfully requests Board approval of a reimbursement agreement with Jennifer Feinstein.

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Submitted By			Disposition	
_____			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
_____			<input type="checkbox"/> Needs follow up information	
Signature			<input type="checkbox"/> Denied	
_____			_____	
			BOCC Chairman	Date

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Additional Requirements to Proposal

Modification

\_\_\_ Follow Up

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WALLA WALLA DISTRICT  
COURT SERVICES AGREEMENT

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

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

1.4 The Walla Walla County District Court is a court of limited jurisdiction organized pursuant to Title 3 of the Revised Code of Washington.

2. Purpose

2.1 The Municipal Court of Walla Walla was a municipal department of the Walla Walla County District Court established pursuant to Chapter 3.46 of the Revised Code of Washington.

2.2 The County and Walla Walla entered into a court consolidation agreement in 1996, and the Municipal Court was terminated and consolidated with the Walla Walla County District Court. The agreement was renewed in 2013 for a term expiring on the second Monday in January of 2015 or the end of the 2011-2014 judicial term, whichever occurs first.

2.3 The College Place Municipal Court is a Municipal Court established

pursuant to Chapter 3.50 of the Revised Code of Washington.

2.4 In 2013, College Place terminated its Municipal Court and entered into an agreement with the County and Walla Walla under which the two cities would pay the County reasonable amounts for the costs associated with the handling and disposition of cases filed by them in Walla Walla District Court.

2.5 The parties wish to continue with a consolidated Walla Walla District Court.

2.6 The parties do not intend that this agreement be construed as a repeal of those portions of the Walla Walla Municipal Code or the College Place Municipal Code which define crimes, and the cities shall retain the prosecution of offenses defined as crimes by their respective municipal codes. The parties do not intend that the cities pay the County for costs associated with the prosecution or defense of cases filed by either city in Walla Walla County District Court as a result of this court services agreement.

### 3. Duration

3.1 This agreement shall be in effect commencing on January 9, 2023. This agreement will renew automatically on the second Monday of January 2027, and every second Monday of January four years thereafter, for subsequent four-year terms unless by agreement of the parties, by notice of intent to terminate given by a party pursuant to RCW 3.50.810, or as provided by law.

4. Organization and Administration

4.1 Organization

The Walla Walla County District Court shall be organized in accordance with Title 3 of the Revised Code of Washington and any other applicable laws.

4.2 Administration

The Walla Walla County District Court shall be administered by the judge or judges thereof.

4.2.1 Neither city shall have the right to direct or control the personnel, employees, and agents of the Walla Walla County District Court. Such personnel, employees, and agents shall be employed or retained by County in its sole discretion and subject only to its supervision and control. The cities shall have no responsibility or liability to or for such personnel, employees, and agents of the Walla Walla County District Court.

5. Property

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

5.2 All real and personal property used in the operation of the Walla Walla County District Court shall be acquired, held, and disposed of in the name of the County.

5.3 The cost of all real and personal property shall be the sole responsibility of the County.



5.4 The County shall own any said property or interests therein.

6. Financing and Budget

6.1 There shall be no financing of any joint or cooperative undertaking pursuant to this agreement.

6.2 The budget for the Walla Walla County District Court shall be established by the Walla Walla County Commissioners in the manner provided by law.

6.2.1 The costs and expenses of the Walla Walla County District Court shall not include the cost of any capital improvements.

6.2.2 The costs and expenses of the Walla Walla County District Court shall not include the cost of prosecution of cases filed in the Walla Walla County District Court.

6.2.3 The costs and expenses of the Walla Walla County District Court shall not include the cost of defense of cases filed in the Walla Walla County District Court.

6.3 Preliminary Budget

No later than September 1 of each year, the Walla Walla County District Court shall prepare and provide to the parties a proposed budget for the succeeding calendar year.

6.3.1 The parties shall review the proposed budget between September 1 and September 30.

6.3.2 Upon such review, the parties shall agree upon the reasonable and necessary costs and expenses of the Walla Walla County District Court for the succeeding calendar year.

6.3.3 If the parties are unable to reach agreement by September 30 upon the reasonable and necessary costs and expenses of the Walla Walla County District Court for the succeeding calendar year, they shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of Washington.

#### 6.4 Budget

No later than December 31 of each year, the County shall provide to the cities an approved budget for the Walla Walla County District Court for the succeeding calendar year.

#### 6.5. Procedures for 2023.

For the remainder of 2023, the following provisions will govern:

- A. Walla Walla District Court shall submit a proposed revised budget to the parties as soon as practicable for the remainder of 2023.
- B. The parties shall review the proposed budget revision and submit comments, if any, by no later than 14 days after receipt of the proposed revised budget.
- C. Upon such review and comments, the parties shall agree upon the reasonable and necessary costs and expenses of the Walla Walla County District Court for

the remainder of the calendar year.

D. If the parties are unable to reach agreement within 30 days after receipt of the proposed revised budget upon the reasonable and necessary costs and expenses of the Walla Walla County District Court for the remainder of the calendar year, they shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of Washington.

#### E. Budget

Walla Walla County has already adopted a budget for District Court for 2023. If necessary, the County agrees to adopt any 2023 budget amendments agreed upon by the parties for the operation of the Walla Walla District Court.

#### 6.6 Payments

Each city shall pay its pro-rata share of the reasonable and necessary costs and expenses of the Walla Walla County District Court, as determined by either mutual agreement or arbitration, to the County in installments as follows:

6.6.1 The County shall bill each city quarterly in January, April, July, and October of each year for that city's pro-rata share of the reasonable and necessary costs and expenses of the Walla Walla County District Court for the current year.

6.6.2 Each city shall pay the County quarterly within thirty (30) days of receipt of an invoice for the City's pro-rata share of the reasonable and necessary costs and expenses of the Walla Walla County District Court for the prior quarter.

7. Allocation of costs and expenses

7.1 Walla Walla District Court costs and expenses shall be separated into three categories: (1) utilities, (2) probation costs and expenses, and (3) general costs and expenses.

7.2 Utilities

Utility costs and expenses shall consist solely of reasonable and necessary charges incurred by the Walla Walla District Court for (a) electricity, (b) natural gas, (c) water, (d) sewer, (e) sanitation (a/k/a garbage disposal service). The pro-rata share of the County for utility costs and expenses shall be one-third (1/3) of the reasonable and necessary charges. The pro-rata share of Walla Walla for utility costs and expenses shall be one-third (1/3) of the reasonable and necessary charges. The pro-rata share of College Place for utility costs and expenses shall be one-third (1/3) of the reasonable and necessary charges.

7.3 Caseload allocation method

Between June 1 and June 30 of each year, the Walla Walla County District Court shall prepare information regarding the categories, types, and number of cases filed in the Walla Walla County District Court and the College Place Municipal Court for the preceding 5-year period (commencing on January 1 of the earliest calendar year of that period through December 31 of the most recent calendar year) using the Judicial Information System (JIS) or such other method which may be agreed upon by the parties.

### 7.3.1 Categories

Cases shall be separated into categories: (a) cases in which Walla Walla is a party, (b) cases in which College Place is a party, and (c) cases in which either the State of Washington or the County is a party. Any case in which both Walla Walla and either the State of Washington or the County are parties, shall be considered a case in both category (a) and category (c). Any case in which both the College Place and either the State of Washington or the County are parties, shall be considered a case in both category (b) and category (c). Any case in which both Walla Walla and College Place are parties shall be considered a case in both category (a) and category (b). Any case in which Walla Walla, College Place and either the State of Washington or the County are all parties shall be considered a case in categories (a), (b), and (c). Any case in which neither city, the State of Washington, nor the County is a party shall be considered a case in category (c).

### 7.3.2 Case types

Cases shall be classified by the following types: (a) traffic, (b) criminal traffic, (c) non-traffic criminal, (d) parking, and (e) civil.

7.3.3 The information prepared by the Walla Walla County District Court shall identify the number of each type of case filed for each category.

7.3.4 The Walla Walla County District Court shall provide the information required by paragraph 7.3 herein to the parties no later than July 1 of that year.

#### 7.4 Probation costs and expenses

Probation costs and expenses shall consist solely of the reasonable and necessary salary and benefits paid to the probation officer and the assistant probation officer. The pro-rata shares of probation costs and expenses shall be calculated by comparing the number of criminal traffic and non-traffic criminal cases in which Walla Walla, College Place, and the State of Washington or County was a party for the preceding 5 year period as provided in paragraph 7.3 and sub-paragraphs 7.3.1, 7.3.2(b) & (c), and 7.3.3 against the total number of cases criminal traffic and non-traffic criminal cases for that period. The pro-rata shares calculated pursuant to this paragraph shall be the pro-rata shares of the Walla Walla, College Place and the County for the succeeding calendar year for probation costs and expenses.

#### 7.5 General costs and expenses

With the exception of utilities, probation costs and expenses, and other costs and expenses excluded by this agreement, the remainder of the actual reasonable and necessary costs and expenses ordinarily budgeted for operation of the Walla Walla District Court shall be considered general costs and expenses, and the pro-rata shares of the parties for general costs and expenses shall be calculated as provided herein.

7.5.1 Each category of case described in subparagraph 7.3.2 shall be weighted. The number of cases filed during the preceding 5 year period shall be multiplied by the following factor for each type: (a) traffic: 10.5, (b) criminal traffic:

22.5, (c) non-traffic criminal: 25.5, (d) parking: 4.5, and (e) civil: 22.

7.5.2 The pro-rata shares shall be calculated by comparing the number of cases in which Walla Walla, College Place, and the State of Washington or County was a party for the preceding 5-year period as provided in paragraph 7.3 and sub-paragraphs 7.3.1 and 7.3.3, weighted as provided in paragraphs 7.3.2 and 7.5.1, against the total weighted cases for that period. The pro-rata shares calculated pursuant to this paragraph shall be the pro-rata shares of the Walla Walla, College Place, and the County for the succeeding calendar year for general costs and expenses.

## 8. Review and Renewal

8.1 The parties shall review the amount of the payments to be made under this agreement every two years, commencing two years after this agreement becomes effective. The parties shall conduct this review between February 1 and March 1.

8.1.1 At each bi-annual review, the parties shall review the costs and expenses of the Walla Walla County District Court.

8.1.2 At each bi-annual review, the parties shall review the information regarding the type and number of cases filed in the Walla Walla County District Court.

8.1.3 At each bi-annual review, the parties shall review the costs and amount of Court resources required for disposition of each type of case filed in the Walla Walla County District Court.

8.2 Upon each such review, the parties shall agree upon such modifications to

paragraph 7 of this agreement as may be necessary to adjust the payments made by the cities to the County to ensure that said amount is reasonable for costs and expenses associated with the disposition of cases filed in Walla Walla County District Court.

8.3 If the parties are unable to reach agreement by March 1 on the terms of such modifications to paragraph 7 of this agreement, they shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of Washington.

8.4 Pending conclusion of any such arbitration proceeding, the terms of this agreement, as last modified, shall remain in effect.

8.5 With the exception of paragraphs 6 and 7, all other provisions of this agreement shall automatically renew upon each bi-annual review, and modification of such provisions shall not be subject to arbitration.

9. The cities shall have no obligation to pay any cost or expense arising out of the operation of the Walla Walla County District Court except as provided in paragraphs 6 and 7 herein.

9.1 Neither city shall be charged any additional filing fees.

10. Court Revenues

10.1 Revenues of the Walla Walla County District Court shall be handled in accordance with Chapter 3.62 of the Revised Code of Washington and any other applicable laws.



11. Modification and Termination

11.1 The parties may modify or terminate this agreement by mutual consent at any time. Any party may unilaterally terminate its participation in this agreement as provided in section 3.50.810 of the Revised Code of Washington. The parties may terminate this agreement if otherwise provided by law.

11.2 Upon termination of this agreement, all property of the Walla Walla County District Court shall remain the property of the County, and the County may dispose of said property in its sole discretion.

12. Applicable Law

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

13. Jurisdiction and Venue

13.1 Any dispute or proceeding arising out of this agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

13.2 Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

2023.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

COUNTY OF WALLA WALLA

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

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

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

Date: 2.9.23

CITY OF WALLA WALLA

  
ELIZABETH CHAMBERLAIN  
CITY MANAGER

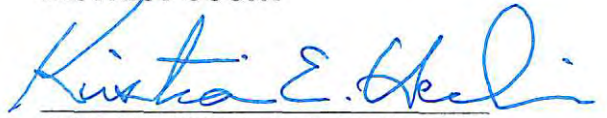
Date: \_\_\_\_\_

CITY OF COLLEGE PLACE

\_\_\_\_\_  
NORMA HERNANDEZ  
MAYOR

Date: Feb. 16, '23

WALLA WALLA COUNTY  
DISTRICT COURT



\_\_\_\_\_  
HON. KRISTIAN E. HEDINE  
JUDGE

**COUNTY COMMISSIONERS (Continued)**

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

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

**1:30 COUNTY COMMISSIONERS acting as the MILL CREEK FLOOD CONTROL ZONE SUPERVISORS**

**a) Action Agenda Items:**

- 1) Execute Landowner Acknowledgement form with the Tri-State Steelheaders for the Mill Creek Passage Design SRFB Colville Street to 3<sup>rd</sup> Street
- 2) Execute Landowner Acknowledgement form with the Tri-State Steelheaders for the Mill Creek Passage Final Design

# Landowner Acknowledgement Form<sup>1</sup>

## Project Applicant Information

Applicant Name: Tri-State Steelheaders

Project Number/Name: 23-1038 PLAN, MILL CR PASSAGE DESIGN SRFB- COLVILLE TO 3RD

Contact:  Mr.  Ms. First Name: Morgan Last Name: Morris

Title: Project Manager

Mailing Address: PO Box 1375 Walla Walla, WA 99362

E-Mail Address: Morgan@tristatesteelheaders.com

## Property Information

Address or Location: 46.067503, -118.337960

County/Parcel Number: Walla Walla County

## Landowner Information

Landowner Name: Mill Creek Flood Control Zone District (Walla Walla County)

Representative:  Mr.  Ms. First Name: Jenny Last Name: Mayberry

Title: Commissioner

Representative:  Mr.  Ms. First Name: Todd Last Name: Kimball

Title: Commissioner

Representative:  Mr.  Ms. First Name: Gunner Last Name: Fulmer

Title: Commissioner

Mailing Address: PO Box 1506 Walla Walla, WA 99362

E-Mail Address: wwcocommissioners@co.walla-walla.wa.us

1. **Walla Walla County** is the legal owner of property described in the grant application being submitted to the Recreation and Conservation Office by the project applicant.
2. I am aware that the project being proposed in the grant application is on my property.
3. If a grant is successfully awarded, I will be contacted and asked to engage in negotiations.
4. My signature does not represent authorization of project implementation.
5. If I am affiliated with the project applicant, I will recuse myself from decisions made by the project applicant to work on or purchase my property.
6. There are / are not (circle one) tenants on the property. Tenants displaced as a result of this project may be eligible for relocation assistance.

---

Landowner/Representative Signature

---

Date

---

Landowner/Representative Signature

---

Date

---

Landowner/Representative Signature

---

Date

# Landowner Acknowledgement Form<sup>1</sup>

## Project Applicant Information

Applicant Name: Tri-State Steelheaders

Project Number/Name: 23-1025 PLAN, MILL CREEK GOSE ST. PASSAGE FINAL DESIGN

Contact:  Mr.  Ms. First Name: Morgan Last Name: Morris

Title: Project Manager

Mailing Address: PO Box 1375 Walla Walla, WA 99362

E-Mail Address: Morgan@tristatesteelheaders.com

## Property Information

Address or Location: 46°03'51.9"N 118°23'19.0"W

County/Parcel Number: Walla Walla County

## Landowner Information

Landowner Name: Mill Creek Flood Control Zone District (Walla Walla County)

Representative:  Mr.  Ms. First Name: Jenny Last Name: Mayberry

Title: Commissioner

Representative:  Mr.  Ms. First Name: Todd Last Name: Kimball

Title: Commissioner

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---

Landowner/Representative Signature

---

Date

---

Landowner/Representative Signature

---

Date

---

Landowner/Representative Signature

---

Date

**1:35 PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

- a) Department update and miscellaneous



**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: 22 February 2023

Re: Director's Report for the Week of 20 February 2023

**Board Action: 27 February 2023**

**Action Agenda**

**In the Matter of Signing a Landowner Acknowledgement Form with the Tri-State Steelheaders for the Mill Creek Passage Design SRFB Colville Street to 3rd Street**

**In the Matter of Signing a Landowner Acknowledgement Form with the Tri-State Steelheaders for the Mill Creek Passage Final Design**

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

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

**ENGINEERING:**

- Fishhook Park Road: Working on design and right of way plans.
- Dell Sharpe Bridge: Consultant submitted final plans for review.
- Lower Waitsburg Road: Working on design and right of way mapping.
- Wallula/Gose: Beginning road closure this week and working on road demo.
- Seven Mile Bridge: Consultant is working on environmental mitigation plans.
- Burbank Business Park Pathway (Port of Walla Walla Project): Currently out being advertised.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Brush clean-up from wind, grading gravel roads, starting culvert replacement on Spring Valley Road.
- South Crew – Bridge maintenance and repairs and grading gravel roads.
- Vegetation & Signs – Brush clean-up from wind, sign maintenance, and getting ready for spray season.
- Garage – Routine services and repairs, and prepping equipment for summer projects.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Staff, and Engineering meetings.
- Conducted our monthly Walla Walla Valley Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) meeting as the committee's Chair.
- Conducted our quarterly Labor-Management meeting with members of the Union.
- Attended, via Webex, this year's Bridge Condition Inspection Refresher course.
- Conducted monthly update meetings with the South, Vegetation and Shop Crews.

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: 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))

HUMAN RESOURCES/RISK MANAGEMENT  
BOCC Update 2/21/23

Employment Information: 24 Full time open positions

**Job Openings:**

1. Division Manager Behavioral Health – CHD – opened 11/16/22
2. Division Manager- Population Health – CHD – opened 7/6/22
3. Environmental Health Specialist I or II – CHD- opened 12/12/22
4. Senior Office Assistant EH – CHD – OUF – opened 1/13/2023
  
5. Corrections Officers – Corrections – continuous advertising – 5 open positions -testing 2/23/2023 – 1 passed on 2/9/2023 – 0 candidates in pipeline
6. Juvenile Detention Officer – JJC – OUF – opened 12/22/22
7. Admin Deputy Jail Commander – Corrections – OUF - opened 2/15/23
8. Operations Deputy Jail Commander – Corrections – opened 2/15/23
  
9. Maintenance Technician I – PW – OUF – opened on 3/14/22
10. Public Works Technician IV – PW – OUF – opened on 1/20/23
  
11. PT Senior Office Assistant – WSU – OUF – opened 4/15/22
  
12. Building Official/Fire Marshal - Community Development – OUF - opened 09/30/22
  
13. Chief Civil Deputy – Sheriff – OUF - opened - opened 10/6/22
14. Support Service Clerk I – Sheriff – OUF - opened 12/28/2022
  
15. Chief Finance Manager – Auditor – OUF - opened 10/27/22
  
16. Bailiff – Superior Court – Continuous advertising – OUF 3 P - opened 11/2/22
  
17. Deputy Prosecuting Attorney I or II - Prosecuting Attorney – OUF- 3 positions - opened 11/30/22
  
18. Residential Appraiser Analyst I – Assessor – OUF- opened 12/28/22

OUF = Opened until filled

**Job Closings:**

**Positions Filled:**

1. Environmental Health Specialist I or II – CHD- opened 12/12/22 – New Hire 3/13/2023
2. Corrections Officers – Corrections – continuous advertising – 3/6/2023
3. Residential Appraiser Analyst I – Assessor – OUF- opened 12/28/22- Start date 3/6/2023

**2:00 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

**2:15 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.*