

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, AUGUST 27, 2018**

**(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)**

**9:15 COUNTY COMMISSIONERS**

**Chairman Johnson**

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Review warrant list

The county commissioners will take this time (at 9:15 a.m.) to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

**RECESS.**

**9:30 COUNTY COMMISSIONERS**

- a) Declarations re: conflict of interest
- b) Pledge of Allegiance
- c) Public comment period (time limitations may be imposed)

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

**e) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

**f) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' sessions of August 20 and 21, 2018, and special session of August 23, 2018
- 2) Resolution \_\_\_\_\_ - Extension of lease of County property with Whitman College
- 3) County vouchers/warrants/electronic payments as follows: 4200415 through 4200654, totaling \$659,935.47
- 4) Payroll action and other forms requiring Board approval

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN  
EXTENSION OF LEASE OF  
COUNTY PROPERTY WITH  
WHITMAN COLLEGE



RESOLUTION NO. **18 2**

**WHEREAS**, pursuant to Walla Walla County Resolution 18 042, the Board of County Commissioners of Walla Walla County approved a Lease agreement with Whitman College; and

**WHEREAS**, said Lease terminates on August 31, 2018; however, the Lease may be renewed for a subsequent one-year term by written mutual agreement, signed by both parties; and

**WHEREAS**, a Farm Lease Extension has been prepared and accepted and executed by an authorized representative of the Whitman College Board of Trustees; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign said Farm Lease Extension between Walla Walla County and the Whitman College Board of Trustees, with the term of the lease extension to be one year, commencing on September 1, 2018 and expiring August 31, 2019.

*"Passed this 27<sup>th</sup> day of August, 2018 by Board members as follows: \_\_\_ Present or \_\_\_ Participating via other means, and by the following vote: \_\_\_ Aye \_\_\_ Nay \_\_\_ Abstained \_\_\_ Absent."*

Attest:

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

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

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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

**Farm Lease Extension**

Walla Walla County and the Whitman College Board of Trustees agree that the February 20, 2018 farm lease between Walla Walla County and the Whitman County Board of Trustees shall be renewed on the same terms and conditions for one year commencing September 1, 2018 and expiring August 31, 2019.

Dated this 22<sup>nd</sup> Day of August, 2018

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

\_\_\_\_\_  
James K. Johnson, Chairman

I certify that I know or have satisfactory evidence that James K. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument as Chairman of the Board of County Commissioners of Walla Walla County and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington

My appointment expires:

\_\_\_\_\_

Attest:

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

WHITMAN COLLEGE, LESSEE

Dated August 22, 2018

  
By \_\_\_\_\_  
Peter Harvey, Chief Financial Officer

**COUNTY COMMISSIONERS (continued)**

**g) Action Agenda Items:**

1) Proposal 2018 08-27 FAIR -  
Execute Small Works Contract  
with Palmer Roofing for the  
Walla Walla County Fairgrounds  
Pavilion Roof Project

**h)** Miscellaneous business to come  
before the Board

**i)** Review reports and correspondence;  
hear committee and meeting reports

**j)** Review of constituent concerns/possible  
updates re: past concerns



# MEMO

Date: August 23, 2018

Proposal ID. 2018 08-27 Fair

To: BOCC

From: Bill Ogg, Fairgrounds Manager

## **Intent – Decision**

**Topic** – Approval to execute Small Works Contract with Palmer Roofing for the Walla Walla County Fairgrounds Pavilion Roof Project.

## **Summary**

The Walla Walla County Fairgrounds solicited bids for the “Pavilion Roof Project”. Pursuant to Proposal 2018 08-20 Fair the Pavilion Roof Project bid was awarded to Palmer Roofing; however the approved proposal was not clear that the award included the Option for the 20-year warranty.

## **Scope of Work**

Install new roof on the West wing of the Pavilion.

## **Project Time Schedule**

Project will begin on after or on September 4, 2018.

## **Funding**

- A) Washington State Department of Agriculture is providing a reimbursable grant in the amount of \$80,000
- B) Current Expense Building funds.

## **Conclusion/Recommendation**

Recommend that the Board of County Commissioners execute the contract for the Fairgrounds Pavilion Roof Project with Palmer Roofing, which includes a sum to cover the Option in the bid documents.

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Submitted By \_\_\_\_\_ Disposition \_\_\_\_\_

\_\_\_ Approved

Bill Ogg Fairgrounds Manager 8-23-18

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\_\_\_ Approved with modifications

Name Department Date

\_\_\_ Needs follow up information

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BOCC Chairman \_\_\_\_\_ Date \_\_\_\_\_

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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**WALLA WALLA COUNTY,  
STATE OF WASHINGTON  
SMALL WORKS CONTRACT**

**THIS CONTRACT**, made this 27<sup>th</sup> day of August, 2018, by and between Walla Walla County, hereinafter called "County", and Palmer Roofing, hereinafter called "Contractor", **WITNESSETH:**

**WHEREAS**, The County has desires to enter into a contract with Contractor to perform certain labor and furnish certain materials for Walla Walla County Fairgrounds – Pavilion Roof Project, Walla Walla County, Washington as per plans and specifications and proposal attached hereto,

**THE CONTRACTOR AGREES AS FOLLOWS:**

1. To comply with the special terms and conditions attached hereto and incorporated herein by reference.
2. To furnish all labor, materials, equipment, permits, etc., necessary or required and to perform all the work necessary or incidentally required for that part of the construction of the aforesaid project per the special terms and conditions attached hereto and incorporated herein by reference.
3. To complete all of the work specified in the attached plans and specifications within 80 calendar days after the date of this agreement.
4. To provide Security in the amount of the Contract Amount to be withheld for thirty (30) days after final acceptance by the County or receipt of all releases from the Departments of Labor and Industries and Revenue; and settlement of any filed liens, which ever is later. Security may be in the form of a bond, letter of credit, or escrow agreement naming the County as principal and providing that release of the same shall only be on the written request of the County.
5. To pay for all materials, skill, labor and equipment, etc., used in or in connection with the performance of this contract, when and as bills or claims therefore become due, and to save and protect the premises and the County from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the County when and if required, that they have complied with the above requirements. In the event the Contractor has not provided sufficient Security as required in paragraph 4 above, or otherwise required by RCW 39.08.010, the County, at its option, may provide to be billed for and pay for any or all materials directly from the suppliers thereof.
6. To begin work herewith contracted for as directed by the County, and to be carried out with speed and dispatch so as not to delay the progress of the job. Contractor to clean up after its work, and if this is not done expeditiously, after notification by the County, said clean up may be done by the County and charged to the account of the Contractor.
7. To proceed with the work and to abide by the County's decision as to the allotment of all storage and working space on the project.
8. That no extension of time of performance of this contract shall be recognized by the County without the County's written consent provided to the Contractor.

9. To pay for any expense the County may suffer as a result of the Contractor's failure through causes within said Contractor's control to carry out the provision of this agreement.

10. **Indemnification and hold harmless.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Contractor's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. In the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement, are reflected in the Contractor's compensation, and have been mutually negotiated by the parties.

Contractor's initials acknowledging indemnity terms: CF

10.01 **Participation by County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

10.02 **Survival of Contractor's Indemnity Obligations.** The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

10.03 **Indemnity by Subcontractors.** In the event the Contractor enters into subcontracts to the extent allowed under this Agreement, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

11. **Insurance.** The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall be acceptable to the County and be licensed to do business in the State



of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Agreement, or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Agreement, whichever are greater.

**11.01 General Commercial Liability** - \$1,000,000 Minimum, Each Occurrence  
\$2,000,000 Minimum, Annual Aggregate

Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

**11.02. Business Automobile Liability** - \$500,000 Minimum, Each Occurrence  
\$1,000,000 Minimum, Annual Aggregate

Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy.

11.03 The Contractor shall maintain workers Compensation insurance in accordance with the State of Washington Labor Code for all employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

11.04 All Contractor's and contractor's subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All Contractor's and Contractor's subcontractors' liability insurance policies must be endorsed to show this primary coverage.

11.05 Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$20,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$20,000 or any stop-loss provisions, the County shall have the right to request and review the Contractor's most recent annual financial reports and audited financial statements as a condition of approval.

11.06 Contractor hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

11.07 The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

11.08 The Contractor shall, within 10 days of the execution of this contract, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

11.09 The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the Contractor under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the Contractor.

11.10 Compensation and/or payments due to the Contractor under this Agreement are expressly conditioned upon the Provider's strict compliance with all insurance requirements. Payment to the Contractor shall be suspended in the event of non-compliance. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

12. To adequately and properly protect the work to be performed hereunder, to be responsible for damages to persons and property occasioned by its failure to do so, to be responsible for any defective or improper work or material caused by its failure to do so, it being understood that the standards of protection shall not be less than those specified in the general contract or required by law.

13. To not assign this contract, or sublet the same, or any party thereof covering work to be performed at the site of the project named in this agreement, and not to assign any payments hereunder without first obtaining the written consent of the Owner.

14. To be bound by the terms of the contract with the County, general conditions, special conditions and specifications and addenda, and to conform to and comply with the drawings and specifications and addenda and to furnish such shop drawings or samples as may be required.

15. To comply with RCW 39.12 - Prevailing wages on public works: All workmen for the Contractor and subcontractors shall provide "intent to pay prevailing wages" forms prior to invoice payments and provide complete "affidavit of wages paid" forms before retained funds are released. The Contractor shall contact the Department of Labor & Industries, Industrial Statistician, and pay all applicable fees required.

16. That the County shall have the right to order, in writing, the deletion or addition of the parts of the work, or materials as omitted from or added to the general contract on the above-named contract price for such omitted or added work or materials; that no extra work shall be allowed or changes made by the Contractor, or paid for by the County unless authorized by the Owner in writing before the work and/or changes are begun. The work shall not be invoiced until a fully authorized "change order" has been processed.

17. To furnish to the County a performance and payment surety bond or Security acceptable to the County in an amount equal to the contract price conditioned upon and covering the faithful performance of, and compliance, with, all the terms, provisions and conditions of this contract and payment for all labor, materials equipment and supplies used in the prosecution of the work provided herein, to be withheld for thirty (30) days after final acceptance by the County or receipt of all releases from the Departments of Labor and Industries and Revenue; and settlement of any filed liens, which ever is later. Security may be in the form of a bond, letter of credit, or escrow agreement naming the County as principal and providing that release of the same shall only be on the written request of the County.

18. To guarantee his work against all defects of materials or workmanship, as called for in the plans, specifications and addenda for a period of one year from the date of completion and acceptance of the project, unless the project specifications require a longer guarantee period.

19. That if notification of any claims have been made against the Contractor arising out of labor or materials furnished the project covered by this agreement, or otherwise on account of any actions or failures to act by the Contractor in the performance of this agreement, the County may, at its discretion, withhold such amounts otherwise due or to become due hereunder, to cover said claims and any costs or expenses arising, or to arise, in connection therewith pending legal settlement thereof, subject to the limitations of RCW 39.08.010 and 60.28.010. This right of the County shall not be exclusive of any other rights of the County herein or as provided by law.

20. That in case the Contractor shall fail to correct, replace or re-execute faulty or defective work done and/or materials furnished under this contract as required by the County, or shall fail to complete or diligently proceed with this contract within the time provided herein, or of the Contractor or any subcontractor shall be unable to proceed with the work because of any action by one or more employees of the Contractor or by a person or labor organization purporting or attempting to represent any employee of

the Contractor, the County, upon notice to the Contractor, shall have the right to correct, replace or re-execute such faulty or defective work, or to take over this contract and complete same, and to charge the cost thereof to the Contractor, together with any damages suffered by the County, and any delays caused in the performance of this contract.

21. That in case of default on the part of the Contractor under the terms of this agreement, the material and equipment of the Contractor shall be left on the job for the use of the County in completing the work covered by the terms of this agreement.

22. To comply with all federal and state laws, codes and regulations and all municipal ordinances and regulations effective where the work is to be performed under this contract, and to pay all costs and expenses connected with such compliance, to pay all fees, permits and taxes, including sales and use taxes, on all goods and services purchased by the Contractor, and also to pay all taxes imposed by any state or federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and hold the Owner harmless from any and all loss or damage occasioned by the failure of the Contractor to comply with the terms of this clause.

23. It is understood and agreed that the Contractor named herein will have equipment, labor and supplies on this project and that the use thereof by the Contractor must, at all times, comply with all local, state and federal regulations respecting safety rules, OSHA and WISHA regulations and any and all others applicable, and levied, assessed or extracted from the general Contractor herein, and the Contractor hereby agrees to reimburse and hold harmless the County on account of such claim, fine or penalty which may be paid by the general Contractor which arises out of or is due to any action on the part of the Contractor, its agents, employees, suppliers or subcontractors.

24. Disputes pertaining to this contract shall be resolved in accordance with the American Arbitration Association "Construction Industry Arbitration Rules".

25. To pay all royalties and license fees, and further agrees to defend all suits or claims for infringement of any patent rights involved in the work of the Contractor under this agreement, and further agrees to save the County harmless from loss, cost or expense on account of such use or infringement by the Contractor.

26. The Contractor shall make an assignment of the work to the proper craft in accordance with decisions of record or in accordance with the prevailing practice in the locality of the job. In the event there is a possibility of work stoppage over a dispute of assignment the County shall be notified.

27. In the event the contract herein is based upon a unit price, it is understood and agreed that any quantities mentioned are approximate only and are subject to final determination based upon final quantities according to conditions that may be stipulated in the plans and specifications, or upon such quantities as may be determined by the County. Such adjustments shall be authorized by written change order only.

28. The State of Washington is named as an express third-party beneficiary of this contract and has full rights as such.

29. The Contractor shall be an Equal Opportunity Employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

30. Termination for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

31. Taxes: The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement. The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

**WALLA WALLA COUNTY AGREES AS FOLLOWS:**

1. To employ, and does hereby employ, the Contractor to do the work described in paragraph 2 hereof, subject to the provisions of this agreement.
2. To pay the Contractor for the full, faithful and prompt performance of this general agreement, subject to all of the terms and conditions hereof, the sum of Two Hundred Fifty Thousand and Twenty Dollars (\$250,020.00), including state sales tax.
3. To pay the Contractor within 30 calendar days upon receipt of a properly prepared voucher, which claims the correct amount of labor, materials, equipment, etc., provided and concurred by the County.
4. That the failure of the County to make payments as and when herein provided shall, in addition to all other rights, entitle the Contractor to suspend all work and shipments during the continuance of such default on the part of the County, and shall further entitle the Contractor to an extension of time for the performance of the work covered by this agreement for the period for which the work was suspended.

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

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

CONTRACTOR

By: Chris Flay  
Contractor

Registration No. PALMERC941D7

8.22.18  
Date of Signing

Address of Contractor: \_\_\_\_\_  
722 N Hartford St  
Kennewick WA 99336

BOARD OF COUNTY COMMISSIONERS IN  
AND FOR WALLA WALLA COUNTY

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

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

Attest:

\_\_\_\_\_  
Clerk of the Board

Approved as to Form:

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

EXHIBIT A



DATE: August 15, 2018

BID PROPOSAL FOR: WALLA WALLA COUNTY FAIRGROUNDS – Pavilion Roof Project

SCOPE OF WORK:

ASPHALT SHINGLES:

- Bid includes the removal and disposal of existing roofing material.
- Install 4" of polyisocyanurate insulation over wood deck followed by 5/8" CDX plywood.
- Install Owens Corning Weather-lock Mat ice and water shield on the drip edges and in the valleys with Deck Defense synthetic underlayment over the balance of the plywood.
- Owens Corning Duration shingles will be installed to manufacturers specifications over underlayment.
- All metal flashings incorporated with shingle roofing including fascia wrap will be installed.
- A performance bond will be provided.
- **OPTION:** Add to prices below manufacturer's 20-year non-prorated warranty, (\$ 2,250.00)

SECTIONS BID:

ASPHALT SHINGLES	\$ 224,565.01
PERMIT	\$ 1,266.15
TAX	\$ 21,938.84
20 – YEAR WARRANTY	<u>\$ 2,250.00</u>
TOTAL	\$ 250,020.00

TAX INCLUDED: YES  
PER PLANS AND SPECS: YES  
ADDENDUMS NOTED: 0  
PREVAILING WAGES: YES  
BUILDING PERMIT: YES

Chris Fleming  
Project Manager



P.O. Box 6817 ~ Kennewick, WA 99336 ~ Office 509-586-3741 ~ Fax 509-586-2972  
www.palmerroofing.net  
WA Lic.# PALMERC941D7 ~ OR Lic.# 72077



Walla Walla County Fairgrounds  
Pavilion Roof Project  
363 Orchard Street  
Walla Walla, WA 99362

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August 8, 2018

Walla Walla County Fairgrounds is requesting quotes/bids utilizing the small public works procedures (resolution 16-221) to install a new roof on the west wing of the Pavilion, 363 Orchard Street, Walla Walla, Washington 99362. Any questions regarding this quote/bid request and contractors wanting to make an onsite inspection need to contact the Project Manager, Dick Moeller by phone at 509-520-2033 prior to August 13, 2018.

The proposed project scope of work to be completed will need to include, but not limited to the following:

- Removal and disposal of the existing roofing materials, which is approximately 221 squares. County fairgrounds will not provide a disposal site.
- Place 4" (r23.6) polyisocyanurate insulation with 5/8 plywood, applied over the top of the insulation. All screws installed through the plywood have to meet the ceiling joists, no screws will come through the existing decking exposed.
- Installation of synthetic underlayment with ice and water shield on the eaves and valleys.
- Installation of Owens Corning Tru Definition Shingle according to manufacturer. Color to match the existing roof. Bidder may bid alternate shingle provided it meets or exceeds the following specifications. Nominal size 13 1/4" X 29 3/8", exposure 5 5/8", shingles per square 64, bundles per square 3, cover per square 98.4, wind resistance 130 MPH, algae resistance, and meet all applicable standards and codes match this shingle.
- Installation of all flashing and trim as required to complete the roofing system.
- At no time will the Pavilion roof project be exposed. The roof project will be properly dried in from the weather every night. In the event this requirement is not complied with, there will be an added penalty cost to the Contractor of \$2,500.00 occurrence per day.
- Work Schedule: The Contractor has to work with the Fairgrounds Manager to coordinate the dates of the Pavilion weekend events so, on Friday, the staff can clean interior of building. This requirement does not prohibit the contractor from applying shingles on Fridays or weekends.
- Option: Add manufactures' 20 year non-prorated warranty. (\$\_\_\_\_\_)

The quote/bid will need to include all equipment and materials, labor at prevailing wage rates, permits, and plan fees, and all other related costs to complete the project. After the



bid is awarded to the Contractor, The contractor will work with the Project Manager on the approximate start date of September 4, 2018 and the project completion date November 16, 2018. After award, the contractor will execute a standard form County Small Works Contract with the County. The contractor warrants and guarantees the County that all work will be performed in a workman like manner, and within the timeframe, in accordance with all City, County, and State building codes and will not be defective. Work is defective if it is unsatisfactory, faulty, or deficient in that it does not conform to these specification, or does not meet the requirement of any inspection, reference standards, test and/or approval of the County. The contractor will comply with all applicable provisions of RCW 39.12, in regards to making sure that prevailing wage rates are paid to complete this project. The contractor shall be liable for any and all damages caused by the contractor to the County's premises. All bids must include and list all costs in regards to: All applicable permits, plan fees and **state sales taxes**. Prior to the contractor starting the work, the contractor will supply the County with copies of the applicable permits, plan fees, intent to pay prevailing wage rates, including certification of compliance with wage payment statutes, and all other requested documentation. Payment for the project will be made after the completion, and onsite review and approval of all work listed within this request. All paperwork required by the State of Washington in regards to submitting intent to pay prevailing wage, submission of actual payroll reports, and other permits and/or plan fees must be completed and provided to the County prior to payment for this project. Walla Walla County reserves the right to reject any, and all bids received for this project.

The Contractor must submit a Walla Walla County small work questionnaire with the bid, or be on the current small work roster, **and all bidders must complete the Certification of compliance with Wage Payment Statutes, which must be submitted with the quote/bid.**

All quotes/bids must be delivered to the Commissioners' Office located at 314 West Main Street, Walla Walla, WA 99362, located on the second floor of the building **prior to 10:00 a.m. on Wednesday, August 15, 2018**. Bids may also be submitted, prior to the deadline, via fax at 509-525-2512 or by email at [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us). Please mark on the front of the envelope, the cover page of the fax or the subject line on the email Pavilion Roof Project. After an award is made, the bids shall be open to public inspection and available by electronic request.

Contact Information: Project Manager, Dick Moeller, 509-520-2033 or Walla Walla Fairgrounds General Manager Bill Ogg, CFE, 509-527-3257 [bogg@co.walla-walla.wa.us](mailto:bogg@co.walla-walla.wa.us)

Release date: August 8, 2018

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9:45

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

a) **Action Agenda Items:**

- 1) Proposal 2018 08-27 TSD - 1  
Approval to enter into an agreement with CDW-G for Microsoft Office 365 Licensing
- 2) Proposal 2018 08-27 TSD - 2  
Approval to enter into an agreement with Carahsoft for Blackberry Work

b) Department update and miscellaneous



# MEMO

Date: August 22, 2018

Proposal ID. 2018 08-27 TSD-1

To: BOCC

From: Kevin Gutierrez

## **Intent – Decision**

**Topic** – Requesting approval to enter into an agreement with CDW-G for the purpose of renewing Office 365 licensing, acquiring client access licenses and Window Server Data Center licensing and client access licenses. This is a 3-year commitment.

## **Summary**

Though we now have Office-365 in the cloud on contract which allows for upgrades, we are drastically behind in Windows SERVER licenses. Our current version is 2008 R2 with the latest release being Windows Server 2016 and Windows Server 2019 being tested.

Software vendors are wanting us to move to Windows Server 2012 R2 (minimum) so that we can get some upgrades. New World, OnBase and TrackIt are the first that will eventually require it. We also know that any new software will require us to upgrade anyway.

Windows Server licenses are sold per server “core”. This agreement (Data Center) licenses all our current servers (blades) and we can spin up as many virtual servers as a physical server can handle, without having to add more Window Server Licenses per server.

We currently have 266 O-365 licenses, but we are contracting as a base number of 255 because we want a little room to remove licenses if needed. We cannot go under the base number.

This means that we are asking approval to enter into the agreement with CDW-G for Microsoft Licensing and additionally add 11 licenses right away after the agreement is executed to make sure we have proper licensing.

## **Cost**

Total cost of agreement is **\$81,654.41** per year

We have already budgeted **\$57,887** for O-365 licensing Add 11 O-365 licenses and client access licenses **\$2,377.59**

Balance to fund this year is **\$26,144.51**

**Funding**

**50600 Technology Reserves**

Funding proposed as follows. Balances below include prior purchase approvals

**L&J .03 = \$13,595.15** (Balance in .03 L&J will be about \$147,800)

**CE = \$12,549.36** (506 CE balance will be about \$15,850)

**Total: \$26,144.51**

**Alternatives Considered**

N/A

**Acquisition Method**

CDW-G / Microsoft Enterprise agreement (Includes Software Advantage)

MS Licensing/yr	\$81,654.51	w/tax
<b>Collected 2018</b>	<b>57,887.00</b>	Divert to new agreement
Budget Increase	23,767.51	
11 additional	2,377.00	
<b>Total needed</b>	<b>26,144.51</b>	<<<<
Split L&J/CE	0.52	0.48
Each	<b>13,595.15</b>	<b>12,549.36</b>
<b>Total:</b>	<b>\$26,144.51</b>	

**Security**

As needed

**Access**

As needed

**Benefits**

Easier to budget and stay current with Microsoft upgrades. Helps to ensure compliance for Microsoft Licensing

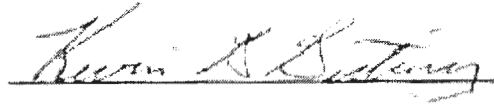
**\*\*\* Authority to Execute Related Agreements Sought**

Yes – upon PA office review and approval

**Conclusion/Recommendation**

---

Submitted By



Kevin Gutierrez Technology Services 8/22/18

Disposition

Approved

Approved with modifications

Needs follow up information

Denied

**\*\*\*Authority to Execute Related Agreements**

Approved

Denied

---

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up



# MEMO

Date: August 22, 2018

Proposal ID. 2018 08-27 TSD-2

To: BOCC

From: Kevin Gutierrez

## Intent – Decision

**Topic** – Requesting authority to enter into an agreement with Carahsoft (BlackBerry) to move BlackBerry Work (server software) into the cloud.

## Summary

The latest power outage revealed that though we have email in the cloud, email was not getting to smartphones because the server that allows access to email via smart phone is located in our data center which had no power.

After the personal safety of our employees, communication is the next highest-ranking service we have identified in our disaster recovery plan to restore. Having email available on our phones even during a power outage provides another layer of communication through county email. Since we collect funds in our budget to pay for BlackBerry for Work, some funding is available and will be diverted to this effort.

There is a pretty good increase in the budget for next year but this is because nearly 20 phones have been added over the last year. Those funds were collected at the time of purchase for 2018. The costs below include a 20% increase to move to the cloud

Collected 2018	\$	4,799.00
2019 cloud	\$	6,840.00 Includes 20% increase

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Increase 20% Yr	\$	2,041.00 Needed for 2019
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Hosting	\$	618.00 New cost
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Need 2018	\$	<b>2,659.00</b>
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**Cost**

\$2,659.00 includes tax

**Funding**

**50600 Technology Reserves**

	<u>% Phones</u>	<u>% Phones</u>
	<u>LJ .03</u>	<u>CE Reserves</u>
	0.35	0.65
Cost	<b>\$ 930.65</b>	<b>\$ 1,728.35</b>

**Alternatives Considered**

N/A

**Acquisition Method**

Purchase order

**Security**

N/A

**Access**

N/A

**Benefits**

xxx

**\*\*\*Authority to Execute Related Agreements Sought**

Yes

**Conclusion/Recommendation**

Recommend authority to enter into an agreement with Carahsoft (BlackBerry) to move BlackBerry Work (server software) into the cloud.

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Submitted By

\_\_\_\_\_  
*Kevin Gutierrez Technology Services 1/30/17*

Disposition

\_\_\_ Approved

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

\_\_\_ Denied

**\*\*\*Authority to Execute Related Agreements**

\_\_\_ Approved

\_\_\_ Denied

---

BOCC Chairman

Date

Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up



**10:00**

**COUNTY CORRECTIONS DEPARTMENT**

**Norrie Gregoire**

- a)** Department update and miscellaneous

10:15

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Revised  
Title VI Non-Discrimination Agreement  
Annual Report to Washington State  
Department of Transportation by  
Walla Walla County
- 2) Resolution \_\_\_\_\_ - Signing a  
Nondiscrimination Agreement between  
Washington State Department of  
Transportation and Walla Walla County
- 3) Resolution \_\_\_\_\_ - Signing  
United States Department of  
Transportation (USDOT) Standard  
Title VI/Non-Discrimination Assurances
- 4) Resolution \_\_\_\_\_ - Adopting a  
revised Fleet Management Policy for  
Walla Walla County

**a) Department update and miscellaneous**

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

IN THE MATTER OF A REVISED TITLE VI NON-DISCRIMINATION AGREEMENT ANNUAL REPORT TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION BY WALLA WALLA COUNTY



RESOLUTION NO. **18**

**WHEREAS**, Walla Walla County is a recipient of Washington State Department of Transportation (WSDOT) Federal Funds; and

**WHEREAS**, Federal Regulations 23 CFR 200.9(b) (7), 49 CFR 21.3, and 49 CFR 21.7 require that WSDOT ensure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations; and

**WHEREAS**, in compliance with said regulations, Walla Walla County is required to submit a Title VI Non-Discrimination Agreement Annual Report by January 31 of each year; and

**WHEREAS**, Tony Garcia Morales, P.E. was hired as the Public Works Director after January 31, 2018 and a revised report was prepared with this information; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the Chair be authorized to sign said revised Title VI Non-Discrimination Agreement Annual Report.

*Passed this 27<sup>th</sup> day of **August, 2018** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

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

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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

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

IN THE MATTER OF SIGNING A  
NONDISCRIMINATION AGREEMENT  
BETWEEN WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION  
AND WALLA WALLA COUNTY

}

RESOLUTION NO. **18**

**WHEREAS**, Walla Walla County is a recipient of Washington State Department of Transportation (WSDOT) Federal Funds; and

**WHEREAS**, Federal Regulations 23 CFR 200.9(b) (7), 49 CFR 21.3, and 49 CFR 21.7 require that WSDOT ensure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations; and

**WHEREAS**, in compliance with said regulations, Walla Walla County is required to sign a Nondiscrimination Agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the Chair be authorized to sign said Nondiscrimination Agreement.

*Passed this 27<sup>th</sup> day of **August, 2018** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

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

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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

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

IN THE MATTER OF SIGNING THE  
UNITED STATES DEPARTMENT OF  
TRANSPORTATION (USDOT)  
STANDARD TITLE VI/NON-  
DISCRIMINATION ASSURANCES

}

RESOLUTION NO. **18**

**WHEREAS**, Walla Walla County is a recipient of Washington State Department of Transportation (WSDOT) Federal Funds; and

**WHEREAS**, Federal Regulations 23 CFR 200.9(b) (7), 49 CFR 21.3, and 49 CFR 21.7 requires that WSDOT insure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations; and

**WHEREAS**, in compliance with said regulations, Walla Walla County is required to sign the USDOT Standard Title VI/Non-Discrimination Assurances; now therefore

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

*Passed this 27<sup>th</sup> day of **August, 2018** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

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

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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

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

**IN THE MATTER OF ADOPTING A  
REVISED FLEET MANAGEMENT  
POLICY FOR WALLA WALLA  
COUNTY**



**RESOLUTION NO.**

**WHEREAS**, pursuant to Walla Walla County Resolution 16 115, a Fleet Management Policy was adopted to effectively manage the County's vehicle and equipment fleet; and

**WHEREAS**, staff changes have occurred in the department requiring the policy to be revised; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the Walla Walla County Fleet Management Policy as revised be approved and adopted.

*Passed this 27<sup>th</sup> day of **August, 2018** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

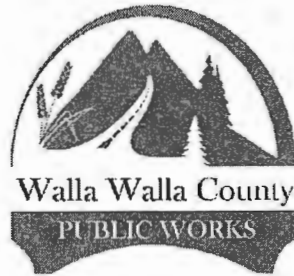
\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

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

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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



## WALLA WALLA COUNTY FLEET MANGEMENT POLICY

*Originally Adopted 8 September 2015*

*Revised 18 April 2016*

*Revised 27 August 2018*

**PURPOSE:** To provide consistent guidelines for assignment, use and management of Walla Walla County vehicles and equipment. This Policy should be read in conjunction with County PPOM Policy 50.06.0, "Motor Vehicle Usage of County and Privately Owned Vehicles."

**OVERVIEW:** All county agencies strive to provide effective and efficient services to the citizens of Walla Walla County. In serving our customers, we often rely on the use of motor vehicles or other types of equipment. Accordingly, it's imperative we operate and manage the county's vehicle fleet in an efficient, cost efficient manner, maximizing operational readiness and reliability.

### Benefits of Fleet Mangement

- Constant monitoring of vehicle costs & usage
- Fact based data on cost & usage allows for right sizing the fleet
- Fleet administrative burden consolidated in one location
- Controlled management of service and repairs
- Improved budgeting and cost forecasting
- Provides timely information to executives

All county vehicles are purchased and maintained by the Equipment Rental and Revolving Fund (ER&R) in accordance with RCW 36.33A.010 which states "Every county shall establish, by resolution, an "equipment rental and revolving fund", hereinafter referred to as "the fund", in the county treasury to be used as a revolving fund for the purchase, maintenance, and repair of county road department equipment". RCW 36.33A.020 further states the legislative body of any county may authorize, by resolution, the use of the fund by any other office or department of the county government or any other governmental agency for similar purposes.

Effective fleet management requires managers to fully understand vehicle usage requirements, operating costs and service life to make sound decisions regarding daily management, repair and replacement of fleet vehicles. The County's fleet management system captures all costs associated with vehicle ownership and provides the data necessary to assist managers with such decisions.

The Public Works Department maintains an asset record for each vehicle in the fleet that captures a complete vehicle history to include purchase price, usage, fuel consumption, service, repair information, depreciation and salvage value. These are the critical components used to determine appropriate vehicle rental rates.

#### **RENTAL RATES:**

The basis for the establishment of equipment rental rates is found in RCW 36.33A.040, which states, "Rates for the rental of equipment owned by the fund shall be set to cover all costs of maintenance and repair, material and supplies consumed in operating or maintaining the equipment, and the future replacement thereof. The rates shall be determined by the county engineer or other appointee of the county legislative body and shall be subject to annual review by the legislative body".

Each quarter the Fleet Manager reviews specific vehicle information to validate adequacy of rental rates to meet obligations based on current usage levels. The Board of County Commissioners approves rental rates at the beginning of each year and adjusts rates mid-year as needed. If increased expenses, changes in usage patterns or other factors warrant an adjustment of rental rates, the Public Works Director will prepare and present recommendations to the Board for review and approval.



# Rental Rate Components

- **Cost of Operation**
  - Fuel
  - Service items – brakes, tires, fluids, lights, wipers, etc.
  - Repair parts
  - Service and repair labor
- **Cost of Replacement**
  - Actual replacement cost
  - Additional added equipment
  - Inflation component
- **Cost of Overhead**
  - Accounting
  - Tracking and scheduling
  - Warranty administration
  - New vehicle specification and bidding
  - Facility overhead



# Sample Rental Rate Calculation

Example Motor Grader		12 Year Life
Direct Annual Operational Cost		
\$27,652	(x 12 years) =	331,824
Original Purchase Price		160,518
Projected Inflation	(3% Straight Line)	57,786
Projected Salvage Value	(Sale Price @ Auction)	-10,000
<b>Subtotal (Less Salvage)</b>		<b>540,128</b>
Cost Per Year	(540,128/12) =	45,010
Projected Use Per Year (Hours)		750
Projected Hourly Rate	(45,010/750) =	60.01
Fleet Overhead Rate @ 9.4%	(60.01 x 1.094) =	65.65
<b>Final Adjusted Hourly Rental Rate</b>		<b>66.00</b>

## **VEHICLE DISPOSITION:**

All vehicles and equipment in the fleet have specific target dates for replacement. The projected vehicle life is designed to maximize operational effectiveness and return on investment upon sale or trade. The anticipated life cycle of a vehicle is critical in establishing accurate rental rates as it establishes the projected period of time across which all operational costs are distributed and replacement revenue generated.

As a vehicle approaches the end of its designated life cycle, final disposition becomes a managerial decision based on a combination of factors. Each vehicle must be considered individually in terms of reliability, maintenance, safety and salvage value. Adequate record keeping and analysis of vehicle costs are very important to timely and effective disposition. The Fleet Manager will review all pertinent vehicle information and work with department managers in making final vehicle disposition decisions. Even though a vehicle is no longer needed by one department, it may benefit the County to re-assign the vehicle to another department until it reaches the end of its useful life. When it is no longer cost effective to retain a vehicle in the fleet, it should be disposed regardless of mileage or age.

Once a final decision is made to remove a vehicle from the fleet, the method of disposal must be identified, the timing of disposition determined and decommissioning procedures completed. The Fleet Manager will work with the County Commissioners to declare vehicles excess and then, in coordination with the County Treasurer, determine the best method and location of sale which meets legal guidelines and provides the best potential return to the County. Most county vehicles and equipment realize the greatest return when sold at auction. To maximize this return, the Fleet Manager, working with the County Treasurer, selects the auction company and location best suited for the type equipment being sold. The Treasurer will approve the method and location of sale. Occasionally vehicles are sold to other public entities or traded as part of the competitively bid purchasing process. The County Commissioners will sign vehicle titles releasing the county's interest.

Once the Commissioners declare vehicles excess, the Fleet Manager will coordinate directly with departments to have vehicles delivered to the shop for decommissioning and transport to auction or other sale location. The Fleet Manager will also make every effort to ensure required replacement vehicles arrive in concert with disposition of excess vehicles to minimize operational impacts to departments.

Revenues resulting from the sale of vehicles and equipment return to the ER&R fund and are credited to the Department originally supported by the sold equipment. These funds are typically used as additional replacement revenue to augment purchase of new vehicles or equipment.

## **VEHICLE PROCUREMENT:**

New vehicles and equipment are typically purchased as replacements for older vehicles in the fleet. Occasionally, new equipment designed to improve safety and efficiency of operations is added to the fleet if funding allows. Replacement schedules are developed by evaluating a combination of factors, including years in service, mileage, cost of operation and available

funding. These factors, together with anticipated needs of department heads and elected officials, determine replacement requirements. Planned replacement of vehicles keeps operational expenses in check, provides safe, reliable transportation for employees and demonstrates responsible management of County fleet assets.

Procurement of new vehicles is completed through one of several methods. Most vehicles are purchased by using Washington State vehicle purchasing contracts. These are competitively bid contracts, negotiated by the State and available for use by public agencies. Using the state bid process saves time compared to other procurement methods and ensures a competitive price.

The County also purchases new equipment by using contracts competitively bid and awarded by other public agencies, provided specific legal conditions are met.

When required equipment cannot be found on any existing public contracts, the County will procure vehicles using a competitive, sealed bid process. If the estimated value of the new equipment is less than \$25,000, the County can also use the approved Vendor's List procurement process.

If quality, used equipment meets the needs of the County, such equipment can also be procured at auction.

The Fleet Manager will coordinate closely with department managers when procuring new vehicles to ensure specific needs of the department are met. The Fleet Manager will ensure all new purchases are included in the ER&R budget and reviewed and approved by the Board of County Commissioners. New equipment purchases are also reviewed and approved by the Board as part of the County's Annual Construction Program and again as part of the Public Works annual Business Plan. The Fleet Manager will also work with other department leadership to ensure projected annual rental rates are understood and included in each department's respective budgets.

If funding is available, new vehicles will be ordered to ensure delivery as soon as possible in the calendar year. New vehicles will be delivered to the County Shop where shop personnel will up fit and prepare vehicles for delivery to the appropriate department. The Fleet Manager will ensure all vehicles are properly registered and titled. Consistent with internal control principles, the Fleet manager shall retain and safeguard, in the County Engineer's Office, all titles, other ownership documents and associated records for fleet vehicles and equipment under the supervision of the County Engineer.

## **FUEL**

Fuel purchases and vehicle fuel mileage are major components of the fleet's operational costs and critical elements used in establishing appropriate rental rates. Accordingly, it's essential all vehicle operators record accurate vehicle mileage (or hours) every time fuel is purchased for the vehicle. If an employee purchases fuel through an automated fuel dispensing equipment system (WSDOT Pumps, Pacific Pride) it important drivers enter the mileage accurately when prompted

to do so. When employees purchase at bulk fuel sites or other commercial locations, it is essential employees accurately document mileage on fuel cards or receipts.

The County provides several options for obtaining fuel for county vehicles. When in the Walla Walla area, vehicles should be fueled at the WSDOT fueling station. Fuel cards for use at the WSDOT site are specific to each vehicle. These cards are issued through the Public Works Department and programmed with all necessary vehicle information to ensure correct fuel data gets posted in the Fleet Management System. Fuel purchased through the WSDOT system is almost always cheaper than fuel purchased elsewhere. Accordingly, employees should always obtain fuel at the WSDOT fuel station whenever possible. Employees should never use a fuel card issued for a specific vehicle to obtain fuel for a different vehicle.

For out of town travel, Public Works provides Pacific Pride fuel cards to each department. These cards give drivers access to fuel across the state at a wide variety of locations. The fuel price at Pacific Pride is negotiated and generally lower than retail prices. In situations where no WSDOT or Pacific Pride site is available, ER&R will refund fuel purchases made with a department credit card, however, this should always be the last and least preferred option for obtaining fuel. Containing fuel costs is an important component in keeping fleet costs low and vehicle operators play an important role by making each fuel transaction at the appropriate location.

#### **MAINTENANCE and REPAIR:**

Regularly scheduled services and preventative maintenance are other critical components of cost effective fleet operations and preserve vehicle value over time. Achieving these benefits requires effort and communication by leadership, operators and fleet management personnel. The maintenance shop foreman will ensure each vehicle in the county fleet is scheduled for regular service at appropriate intervals and e-mail reminders are sent to key department personnel in order to make it as easy as possible to adhere to service schedules and procedures.

#### **Scheduled Maintenance Procedure:**

1. Each department should designate an individual responsible for making sure each vehicle is delivered to the shop prior to its scheduled service appointment. Service date reminders will be e-mailed prior to scheduled appointments.
2. Operators should drop off the vehicle at the County shop prior to the scheduled time and fill out service slips, noting mileage and any vehicle issues to be checked during the service.
3. When the service is complete, shop personnel will call and notify departments the vehicle is ready for pick-up.

All repairs to County fleet vehicles will be made under the direction of the Public Works Equipment Maintenance Supervisor.

#### Repair Procedure:

1. Vehicles needing repair should be delivered to the County shop with a repair request form filled out accurately describing the condition of the vehicle. Repair requests must include a supervisor's signature authorizing the repair request.
2. Notify the shop foreman if a vehicle is stranded and mobile repair or towing will be arranged by shop personnel.
3. Shop personnel will diagnose vehicle problems, order parts, coordinate and complete repairs and notify departments when the vehicle is ready for pick up.
4. All warranty work and recalls will be facilitated by the shop foreman.
5. Communicate with shop foreman regarding repair schedules, available replacement vehicles and any other details regarding vehicle repair.

#### **VEHICLE ACCIDENTS:**

Employees must report any accident involving a Walla Walla County vehicle or personal vehicle being used for official county business, regardless of severity. Employees must provide a full report to their supervisor as soon as possible after the accident. Supervisors must forward the report to the appropriate Elected Official/Department Head and the Personnel/Risk Manager within forty-eight hours of receipt of the report. In the event of an accident, employees are expected to cooperate fully with investigating authorities, however, employees shall not make voluntary statements other than replying to questions directed from investigating officers. Please refer to County Policy 50.06.0(I) for more detail regarding "Collisions, Damage, and Accidental Loss" procedures.

The County Fleet Manager will work with shop personnel to coordinate recovery and repair of damaged vehicles.

#### **VEHICLE ASSIGNMENT and PERMITTED USES:**

Non-Law Enforcement vehicles: Only Walla Walla County employees or drivers authorized by County Policy 50.06.0 may drive or ride in County owned vehicles or equipment.

The Walla Walla County Public Works Department will maintain a pool of vehicles for county-wide departmental use for official travel or other events and activities requiring a county vehicle. The pool will include a mixture of passenger cars, SUVs and pick-up trucks. County employees can reserve vehicles by contacting Public Works. Departments using motor pool vehicles will be invoiced on a flat rate per mile basis as approved by the BOCC. Public works will make every effort to assign users the best vehicle to meet travel needs.

Law Enforcement vehicles are subject to Washington statutes and may only be operated by Justice Officers, as defined in Washington RCW 43.101.095; that is, one who has taken the oath

of office prescribed by statute for peace officers. These vehicles are ones which are clearly marked and equipped for use in transporting, apprehending, or arresting persons charged with violations of the laws of the United States or the laws of this State and unmarked vehicles that have been registered with the Department of Motor Vehicles for confidential license plates.

Each County owned vehicle shall display the official County seal. The only exceptions are select vehicles assigned to the Health and Sheriff's Department. Any deviation from use of the official seal must be authorized by the Board of County Commissioners.

#### **DRIVER REQUIREMENTS:**

To ensure compliance with state and local vehicle laws, rules and regulations and to clarify Walla Walla County employee responsibilities, refer to County Policy 50.06.0. The policy states each driver of any County owned vehicle must have a valid driver's license of the proper class.

County employees who drive vehicles weighing more than 26,000 pounds or who drive vehicles with a trailer must have a valid Commercial Driver's License as required by law.

Employees are responsible for assigned vehicles and equipment and must report unsafe equipment condition via a "Vehicle Repair Request" form available in each department. Employees are expected to deliver vehicles to the County Shop for regular service and maintenance as scheduled.

To assure the safety of all personnel, seat belts must be properly worn at all times by drivers and passengers in all vehicles and equipment owned, leased, rented or otherwise used by Walla Walla County. This also applies to the operation of privately owned or other vehicles if used while in an on duty status.

Employees are prohibited from using cell phones or other electronic devices while operating a county owned vehicle. Washington State law prohibits cell phone use in any vehicle unless the operator is able to communicate through a hands-free device. Without hands-free capability, employees must pull off the road and park in a safe location before making or answering a call. Refer to County Policy 50.06.0.J for more detail regarding "Cellular Phone Use in Moving Motor Vehicles."

Walla Walla County will not pay traffic tickets or parking fines for employees driving County owned vehicles, nor will the County pay if the employee is authorized to use their personal vehicle on County business. Employees found guilty of moving violations may be subject to corrective action.

#### **INSURANCE:**

**Liability.** The County carries liability coverage on its fleet vehicles. The County's auto liability insurance covers employees and other authorized drivers of County vehicles. The County's auto liability insurance does not, however, cover employees using personal vehicles on approved county business. Employees using personal vehicles are responsible for their own personal

vehicle insurance coverage. See County Policy 50.06.0.A (d), D (5), G, H for more information regarding insurance coverage and procedures.

**Collision.** The County does not carry collision coverage on its fleet vehicles. Historically, the cost of annual collision insurance premiums far exceeds the annual cost of vehicle repairs caused by a collision. Currently, ER&R has sufficient capacity to manage minor repairs of several vehicles throughout the year without a significant impact to rental rates. Replacement of totaled vehicles depends on the availability of replacement revenue currently in the fund for the damaged vehicle (or group of vehicles).

If involved in an accident, its imperative employees obtain all applicable insurance information from all parties involved in the accident and forward the information to the County Risk Manager. If another party is determined responsible for the accident, the County can pursue repair/replacement costs through their applicable insurance.

**MAINTENANCE SHOP INFORMATION:**

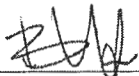
Address: 1401 Dell Avenue

Hours of Operation: April to October - 7:00 am to 5:30 pm, Mon-Thurs (closed Friday)  
November – April – 7:00 am to 3:30 pm, Mon-Fri

Equipment Maintenance Supervisor: Paul Langert  
Phone: 509-524-2708

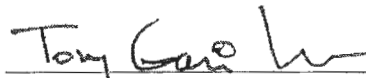
Wash Bay available for use by all departments

County Fleet Manager: Daniel Mack  
Phone: 509-524-2744



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Robert McAndrews  
Chief, Road Maintenance & Fleet Management  
Walla Walla County Public Works



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Tony Garcia Morales, P.E.  
Director/County Engineer  
Walla County Public Works

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



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To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 22 August 2018

Re: Director's Report for the Week of 20 August 2018

**Board Action: 27 August 2018**

**Resolutions:**

**In the Matter of Signing the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances**

**In the Matter of a Revised Title VI/Non-Discrimination Agreement Annual Report to Washington State Department of Transportation by Walla Walla County**

**In the Matter of Signing a Non-Discrimination Agreement between Washington State Department of Transportation and Walla Walla County**

**In the Matter of Adopting a Revised Fleet Management Policy for Walla Walla County**

**ENGINEERING:**

- Blue Creek Bridge/Mill Creek FH: Pre-construction meeting is 27 August. First working day is 27 August.
- Pflugrad Bridge: Working on road grade.
- Mill Creek Road MP 1.1 to MP 3.96: Continue to work on Right of Way.
- Mud Creek: Temporary repair is complete.
- Whitman Drive W.: Right of Way negotiations in progress.
- Middle Waitsburg Road: Drone survey after harvest.
- Scenic Loop Road: Survey in late 2018
- Stormwater: Prescott's Railroad Avenue will begin in September (after harvest).

**MAINTENANCE/FLEET MANAGEMENT:**

- South Crew working on Mill Creek Channel maintenance.
- North Crew working on a ditching project on Coppei Road.
- Mechanics working on routine maintenance of vehicles
- Vegetation/Signs working on bridge vegetation control in preparation of bridge inspections

**ADMINISTRATION:**

- Conducted North and Garage crew meetings.
- Finalizing 2019 budget.
- Prepping for union negotiations.
- Finalizing ER&R rate adjustments for 2019 budget.



**10:30**

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

10:45

**HUMAN RESOURCES/RISK MANAGER**

**Shelly Peters**

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

**11:00**

**JOINT FINANCIAL UPDATE**

**Karen Martin  
Gordon Heimbigner**

**a) 2018 Budget update**

**11:15 COUNTY COMMISSIONERS**

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

**12:00 RECESS**

**1:30 COUNTY COMMISSIONERS**

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

**- A D J O U R N -**

*Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.*

*Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.*