

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, SEPTEMBER 24, 2018**

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9:30

**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
- c) Declarations re: conflict of interest
- d) Pledge of Allegiance
- e) 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.*

**f) Action Agenda Items:**

- 1) Review warrant list
- 2) Review submitted Employee Payroll Action Forms

**g) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' sessions of September 17 and 18, 2018
- 2) Resolution \_\_\_\_\_ - Executing a County member signature page for a Joint County Authority ASO (Administrative Service Organization) Interlocal Operating Agreement of Greater Columbia Behavioral Health, LLC
- 3) Approving use of county vehicle for County Emergency Management Department employees and another public agency employee to attend an emergency recovery seminar in Kennewick, WA on September 26, 2018
- 4) County vouchers/warrants/electronic payments as follows: 4201268 through 4201501, totaling \$1,049,689.84
- 5) Payroll action and other forms requiring Board approval

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

IN THE MATTER OF EXECUTING A  
COUNTY MEMBER SIGNATURE PAGE  
FOR A JOINT COUNTY AUTHORITY  
ASO (ADMINISTRATIVE SERVICE  
ORGANIZATION) INTERLOCAL  
OPERATING AGREEMENT OF  
GREATER COLUMBIA BEHAVIORAL  
HEALTH, LLC

**RESOLUTION NO. 18 2**

**WHEREAS**, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

**WHEREAS**, pursuant to Walla Walla County Resolution No. 89-326, Walla Walla County, along with certain other counties organized and existing as political subdivisions under laws of the State of Washington, entered into an agreement to authorize a local regional support network, the Greater Columbia Behavioral Health (GCBH) Regional Support Network (RSN), pursuant to RCW 71.24, for the purpose of joining together to plan, authorize, and coordinate comprehensive mental health services and resources; and

**WHEREAS**, pursuant to Walla Walla County Resolution 18 105, Walla Walla County approved executing a county member signature page related to the formation of the Greater Columbia Behavioral Health Limited Liability County (LLC), in preparation for a transition to an ASO (Administrative Service Organization); and

**WHEREAS**, said LLC was approved by member counties, and now a Joint County Authority ASO Interlocal Operating Agreement of Greater Columbia Behavioral Health, LLC has been offered to the member counties for approval, to provide a means for each member county to share in the cost of mental and behavioral health services; provide a means of payments and audit of funds; and for the joint supervision and operation of services and facilities; and

**WHEREAS**, said agreement has undergone legal and legislative review by Walla Walla County, and it appears to be in the best interest of the county to approve same; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall sign said Walla Walla County signature page of the Joint County Authority ASO Interlocal Operating Agreement of Greater Columbia Behavioral Health, LLC.

*"Passed this 24th day of September, 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*

**COUNTY CORRECTIONS DEPARTMENT**

**Norrie Gregoire**

- a) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Approving an agreement with Serenity Point Counseling Services
  
- b) **Action Agenda Items:**
  - 1) Proposal 2018 09-24 CORR - Approval to apply for grant for funding from the Office of Crime Victims Advocacy through the Department of Commerce

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

- a) **Action Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Interlocal Sharing Agreement Between the Port of Walla Walla, City of Walla Walla, and Walla Walla County for Completion of a Corridor and Intersection Study of U.S. Highway 12 Between Second Avenue and Airport Way

**HUMAN RESOURCES/RISK MANAGER**

**Shelly Peters**

- a) **Action Agenda Items:**
  - 1) Revised job description approval form - Environmental Health Specialist II for the Department of Community Health
  - 2) Revised job description approval form – Legal Assistant I for the Prosecuting Attorney’s Office

**COUNTY COMMISSIONERS**

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

**RECESS or ADJOURN**

**1:30**

**COUNTY COMMISSIONERS**

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

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

IN THE MATTER OF APPROVING  
AGREEMENT WITH SERENITY  
POINT COUNSELING SERVICES

}

**RESOLUTION NO. 18**

**WHEREAS**, the Walla Walla County Corrections Department has offered an Agreement to Serenity Point Counseling Services; and

**WHEREAS**, Serenity Point Counseling Services shall provide services to the county and be compensated for same as outlined in the agreement; and

**WHEREAS**, the County Prosecuting Attorney and Risk Manager have reviewed said agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement and will sign same.

*Passed this 24th day of September, 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*

**AGREEMENT NO.** \_\_\_\_\_

Serenity Point Counseling Services, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), and Exhibit B (Compensation & Fee Schedule), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1st day of October, 2018, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 31st day of December, 2019.


The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed the amount listed in Exhibit B (Compensation).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

Serenity Point Counseling Services

  
\_\_\_\_\_

  
\_\_\_\_\_

Title:

Mailing Address:  
912 S. 2<sup>nd</sup> Avenue  
Walla Walla, WA 99362

Social Security  
# (retain at Auditor's office)  
or

Business Tax ID  
#91-2183448

**WALLA WALLA COUNTY:**

Board of County Commissioners

By

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Form Only:

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

# PERSONAL SERVICE CONTRACT

## Exhibit A

### Scope of Services

Pursuant to the terms of the AGREEMENT (No.       ), Serenity Point Counseling Services (Contractor), and Walla Walla County (County), agree to the following:

### County's Responsibilities

1. County shall provide to Contractor names of those individuals in custody at the Walla Walla County Corrections Department Jail in need of Substance Use Disorder Assessments (SUD). County will ensure that names and other identifying information of those in need of or receiving SUD services are protected in accordance with RCW 70.02, HIPAA, and RCW 70.48.
2. County shall provide the necessary office and meeting space for all services rendered by Contractor within the Jail Facility. Office and meeting space shall facilitate confidentiality and privacy to the extent possible.
3. County shall provide for the safety and security of Contractor's staff while performing contract related services in the Jail Facility.
4. For CJTA eligible individuals in need of SUD services allowed under the Criminal Justice Treatment Account, the County shall collaborate and consult with Contractor to prioritize services based upon risk and need.

### Contractor's Responsibilities

1. Contractor shall perform SUD Expanded Assessments in the Jail Facility, as allowable under the Criminal Justice Treatment Account (CJTA), to identified and eligible individuals. Contractor shall be available to perform at least two (2) SUD Assessments at the Jail Facility per week. Contractor shall perform SUD Assessments at the Contractor's Facility for CJTA eligible individuals not in custody.
2. Contractor shall deliver both Group and Individual Outpatient SUD Treatment services to identified and CJTA eligible individuals in custody at the Jail Facility.
3. Contractor shall provide Case Management, as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility.
4. Contractor shall provide Interim Services as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility,

5. Contractor shall provide Engagement/Outreach Services as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility.
6. Contractor shall notify Corrections Director or designee when an out-of-custody CJTA eligible individual requires SUD CJTA allowable services. County and Contractor shall collaborate and consult to prioritize services based upon risk and need.
7. Contractor shall provide Urine Drug Screens as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals out of custody.
8. Contractor will protect the information of those receiving services in accordance with RCW 70.02, HIPAA, RCW 70.48 and other applicable state and federal laws.

## PERSONAL SERVICE CONTRACT

### Exhibit B

#### \*Compensation & Fee Schedule

<b>Expanded Assessment (off-site):</b>	<b>\$275.00/hour</b>
<b>Assessment (at SPCS):</b>	<b>\$200.00</b>
<b>Outpatient Treatment Adult - Individual:</b>	<b>\$176.00/hour</b>
<b>Per 15 Minutes:</b>	<b>\$44.00/quarter hour</b>
<b>Outpatient Treatment Adult-Group:</b>	<b>\$48.00/hour</b>
<b>Case Management:</b>	<b>\$100.00/hour</b>
<b>Per 15 Minutes:</b>	<b>\$25.00/quarter hour</b>
<b>Interim Services:</b>	<b>\$55.00/hour</b>
<b>Engagement/Outreach:</b>	<b>\$55.00/hour</b>
<b>Urine Drug Screen:</b>	<b>\$30.00/test</b>

\*SUD Fee-for-Service Rate Plan is based upon Greater Columbia Behavior Health current fees as of September 17, 2018, and are subject to change based upon Washington State Division of Behavioral Health and Recovery reimbursement rates.





# MEMO

Date: September 18, 2018

Proposal ID. 2018 09-24 CORR

To: Board of County Commissioners

From: Norrie Gregoire, Director of County Corrections

Intent – Approval to apply for grant funding from the Office of Crime Victims Advocacy through the Department of Commerce

## **Summary**

Please see attached Grant Questionnaire dated 9-18-18.  
(OCVA – Office of Crime Victims Advocacy)  
(VOCA – Victims of Crimes Advocacy)

## **Cost**

\$25,000 over life of grant (18-month grant)

## **Funding**

20% percent matching from CASA (Court Appointed Special Advocates) Program

## **Alternatives Considered**

None

## **Acquisition Method**

## **Security**

N/A

## **Access**

## **Risk**

Cost of unemployment if grant funding ends.



Walla Walla County  
GRANT QUESTIONNAIRE

Date:   9/18/18

Office/Department: Court Services

Contact Person: Norrie Gregoire

1) Name of Grant/Program **OCVA – Services for Victims and Survivors/ CASA Program**

2) New Grant  X                      Renewing Grant                       Term (# of years) 18 months

3) Is the grant unchanged, and does not require Current Expense funding?  
*(If Y, please skip to number 24)*                      Y \_\_\_\_\_ N \_\_\_\_\_

4) How will this grant benefit the county's citizens?

This grant will support the continuing expansion of the capacity of the Court Appointed Special Advocates (CASA) program to serve abused and neglected children in our community. The CASA program delivers this advocacy primarily through the appointment of specially-trained community volunteers who conduct independent investigations and present objective reports to the court. We have experienced incredible success in increasing our volunteer numbers and decreasing the number of children on a waitlist for an advocate since receiving the first VOCA grant.

It is the goal of the CASA program to ensure that every child in Walla Walla and Columbia County is assigned an advocate who can be their voice in court and speak up for their best interest throughout their time in foster care and the dependency process. It is our mission to provide culturally sensitive advocacy, and one way to accomplish that is to have a diverse staff and a diverse volunteer base. This grant will allow the CASA program to hire a Spanish-fluent employee to serve as another Volunteer Coordinator, with a focus on Latino outreach and recruitment. This person will be responsible for recruiting, training and coaching volunteers so that every child has a consistent and strong voice for them.

5) Is this a program grant or an equipment grant?  
This is a program grant.

6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?

This is an 18-month grant which is eligible for on-going renewal. Early in 2015, Congress permitted a much larger amount to be withdrawn from the VOCA fund, (previously the amount was \$7-\$10 million) which is composed of federal fines and property seizures. This congressional change has resulted in an increase in Washington State's award for pass-through funding, with total funds available for Washington pass-through funding anticipated to be approximately \$40 million per federal fiscal year. According to sources at the Office of Crime Victim Advocacy (VOCA), they know that funding fluctuations have

negative impacts on communities and they do their best to mitigate that. This grant is the same federal resource that provides the Walla Walla Police Department with funding for their Crime Victim Services program. Based upon the historical funding of programs through VOCA, we have no information that suggests this funding won't be renewable or on-going for the foreseeable future.

- 7) If this is a new grant how will the grant support a current program OR how will the program change?

This grant will provide the financial means to hire an additional, full-time employee who will initially focus on a recruitment and outreach campaign with the goal of diversifying our volunteer base. The two primary areas we have identified as priorities for increasing recruitment are within the local Latino communities and among men. This position will additionally work closely with the second Volunteer Coordinator to provide initial and on-going training to volunteers and support the supervision of the increasing volunteer base.

- 8) Does this grant require up front funds? Y\_\_\_X\_\_\_ N\_\_\_\_\_
- If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

The only up-front funds would be advertising for the position. The source of funds would be our CASA Private Contributions fund within the 12453 budget.

- 9) How many employees (new or current) will be paid by the grant? N\_\_1\_\_ C\_\_\_\_\_
- a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? This grant would not be able to pay unemployment costs.

- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y\_\_\_X\_\_\_ N \_\_\_\_\_ If so, what?

This grant requires a 20% cash or in-kind match. We are using the monetary value of a current full-time CASA Supervisor paid from the 10700 funds as our match as this position directly benefits the service proposed in the application.

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y\_\_\_X\_\_\_ N\_\_\_\_\_

- 12) What fund would support a cash match (if required)? Cash match not required

- 13) If required what is the TOTAL cost of the match over the life of the grant? \$25,000

- 14) What fund would support the administration of the grant? 10700

- 15) Will the grant allow for the County cost allocation plan to be funded? Y\_\_\_\_\_ N\_\_X\_\_
- This grant includes \$4,800 in support costs, including a Tech Services and ER&R payment

- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

This position would require a dedicated desk, computer and phone, like those used by the current employees in the program and the Juvenile Justice Center where the program is housed.

17) Would the program require use of a county vehicle or personal vehicle? Y  X  N

18) If so, would the grant provide for the cost of the automobile and/or liability insurance? Y  X  N

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y  X  N  If so, what activities?

We will need BARS numbers, tech services assistance in setting up computer and email access for this new position.

20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y  X  N  If so, what obligations?

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21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)

No

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

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


This project would most likely not continue if the grant ends.

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

**Please feel free to submit additional information as needed.**

Official signature of requesting office/department:

  
Elected Official/Department Head

  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

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

- Copies to: 1) Requesting Office/Department  
2) Susan Dombrosky, Auditor's office  
3) Commissioners' File

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

IN THE MATTER OF AN INTERLOCAL  
COST SHARING AGREEMENT  
BETWEEN THE PORT OF WALLA  
WALLA, CITY OF WALLA WALLA, AND  
WALLA WALLA COUNTY FOR  
COMPLETION OF A CORRIDOR AND  
INTERSECTION STUDY OF U.S.  
HIGHWAY 12 BETWEEN SECOND  
AVENUE AND AIRPORT WAY



**RESOLUTION NO. 18 2**

**WHEREAS**, the City of Walla Walla has approached Walla Walla County and the Port of Walla Walla to request approval of a cost sharing agreement for a corridor and intersection study of U.S. Highway 12 between Second Avenue and Airport Way, for the purposes of developing preferred intersection control alternatives at both Clinton Street/Lower Waitsburg Road and Wilbur Street; and

**WHEREAS**, Lower Waitsburg Road is a County Road, and the intersection in question has been the scene of many accidents, with some fatalities, over the years; and

**WHEREAS**, the named parties have a vested interest in the configuration of U.S. Highway 12 and its area intersections, from aspects such as safety, traffic capacity, and economic development; and

**WHEREAS**, the aforementioned request has been discussed during open, public meetings of the Board of County Commissioners; and

**WHEREAS**, an Interlocal Cost Sharing Agreement Between the Port of Walla Walla, City of Walla Walla, and Walla Walla County for Completion of a Corridor and Intersection Study of U.S. Highway 12 Between Second Avenue and Airport Way has been offered to the parties and has undergone legal and legislative review; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Interlocal Cost Sharing Agreement.

*"Passed this **24th day of September, 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*

**Interlocal Cost Sharing Agreement Between the Port of Walla Walla, City of Walla Walla,  
and Walla Walla County for Completion of a Corridor and Intersection Study of US  
Highway 12 Between Second Avenue and Airport Way**

This agreement is made and entered into by and between the City of Walla Walla (City), Port of Walla Walla (Port), and Walla Walla County (County), also referred to as the “Parties” to share costs for a corridor and intersection study of US Highway 12 between Second Avenue and Airport Way, for the purposes of developing preferred intersection control alternatives at both Clinton Street/Lower Waitsburg Road, and Wilbur Street.

WHEREAS, RCW Chapter 39.34 authorizes the County, Port and City to jointly exercise powers, privileges and authority through interlocal agreement; and

WHEREAS, US 12 is a vital highway that serves the entire Walla Walla vicinity; and

WHEREAS, Each of the Parties has a vested interest in the configuration of US 12 and its’ intersections through Walla Walla, and the impact of that configuration on aspects such as traffic capacity, safety, and economic development; and

WHEREAS, WSDOT has requested the City act as lead agency for this project and the City will contract separately with WSDOT for partial funding reimbursement towards this project; and

NOW THEREFORE, it is mutually agreed by and between the Parties that:

1. The City will enter into a separate agreement with WSDOT for partial reimbursement of the identified work.
2. The Parties agree that this Interlocal Agreement for cost-sharing, based on the benefits to each Party, is necessary to establish the fair and reasonable apportionment of costs between the Parties.
3. The Parties agree to diligently pursue the completion of the project and to provide such support and assistance as necessary to accomplish completion of the project.
4. Consultant costs are expected to not exceed **two hundred forty six thousand seven hundred eleven dollars and forty one cents (\$246,711.41)**. Of this total, WSDOT has agreed to contribute **one hundred thousand dollars (\$100,000)** that must be spent prior to the end of the state’s fiscal year (June 30, 2019), or it may become unavailable for the project.
5. The remaining balance of the project will be equally split between the parties. Current cost for each agency is estimated at **forty eight thousand nine hundred three dollars and**



**eighty cents (\$48,903.80)**, and will not be exceeded unless this Agreement is mutually amended by the Parties.

6. Each Party shall contribute their actual proportional costs up to the amount noted in Item 5 above. In-kind contributions may be utilized if such contributions directly offset the incurred project costs. In-kind contributions shall be approved in advance by all the Parties.
7. With the understanding that the WSDOT's allocation will be expensed against and expended first, cost share reimbursements from the Port and County will not be due until after January 1, 2019. Payments are due no later than 30-days after the date of the invoice.
8. Each Party shall be individually responsible to pay for additional costs incurred at the request of that Party. Each Party shall be individually responsible for additional costs directly caused by the failure of that Party to meet its obligations under this Agreement.
9. If the Agreement is not extended as set forth in Section 10, this Agreement shall expire on December 31, 2019.
10. The term of this Agreement may be extended for one additional year until December 31, 2020, by mutual agreement of all Parties, if necessary to complete work under the consultant scope of work, or as amended. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The chairman of the Board of County Commissioners and the executive officer of each other Party are authorized to approve and execute such a one-year extension without further authorization from the legislative body of each Party.
11. WSDOT's participation in the project, and their agreement to utilize state funds early in the process requires the Parties to uphold their agreement and finish the project as scoped. Therefore, each Party to this agreement will be responsible for their full equal share of the completed consultant project, up to the amount specified in Item 5 above.
12. The City of Walla Walla will act as lead agency for this project, and will be responsible for administering the consultant contract, including signature authority for contractual matters. Any contract amendments increasing overall cost for the other Parties shall be approved by all affected Parties.
13. Executed copies of this Agreement shall be filed or posted online as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.
14. The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of

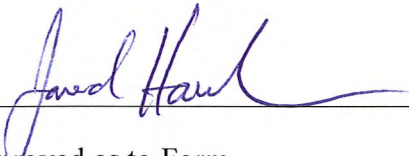
performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

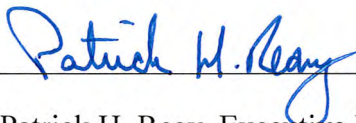
15. It is understood and agreed that each Party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.
16. All Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.
17. No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.
18. The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.
19. No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
20. Entire agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.
21. Amendment. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.
22. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
23. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and confirmed.
24. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.

- 25. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.
- 26. Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.
- 27. This agreement does not create any separate legal or administrative entity.

**PORT OF WALLA WALLA**


9/11/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Approved as to Form  
 Jared Hawkins, Port Counsel

  
 \_\_\_\_\_  
 Patrick H. Reay, Executive Director

**WALLA WALLA COUNTY BOARD OF COUNTY COMMISSIONERS**

Attest:	_____
_____	_____
Connie R. Vinti, Clerk of the Board	Chair
	_____
	Commissioner
	_____
	Commissioner

  
 \_\_\_\_\_  
 Approved as to Form  
 Walla Walla County  
 Prosecuting Attorney

**CITY OF WALLA WALLA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nabiel Shawa, City Manager

Attest:

\_\_\_\_\_  
Kammy Hill, City Clerk

\_\_\_\_\_  
Approved as to Form  
Walla Walla City Attorney