

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, JUNE 11, 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.*

- d) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- e) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' sessions of June 4 and 5, 2018
 - 2) Resolution _____ - Setting a date of public hearing to consider amendments to the 2018 Walla Walla County Budget

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
DATE OF PUBLIC HEARING TO
CONSIDER AMENDMENTS TO
THE 2018 WALLA WALLA
COUNTY BUDGET



RESOLUTION NO. 18

WHEREAS, subsequent to the establishment of the budgets and adoption of the 2018 Walla Walla County Budget and one budget amendment, further requests have been made to amend the budget; and

WHEREAS, it is necessary to hold a public hearing to consider these matters; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a public hearing shall be set for Monday, June 25, 2018 at the hour of 9:30 a.m., in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington to consider amending the 2018 budget as follows:

FUND 010 – CURRENT EXPENSE

Revenue	\$39,194.00
Expenditures	\$39,194.00

FUND 10100 – COMMUNITY DEVELOPMENT

Revenue	(\$60,000.00)
Expenditures	(\$60,000.00)

FUND 10300 – EMERGENCY MANAGEMENT

Revenue	\$6,419.00
Expenditures	\$6,419.00

FUND 10800 – LAW & JUSTICE

(Net change - \$0)

FUND 13200 – ELECTION EQUIP. RESERVE

Revenue	\$34,600.00
Expenditures	\$34,600.00

FUND 13400 R/E TAX ADMIN ASST FUND

(Net change - \$0)

FUND 13900 – HUMAN SERVICES CAP FUND

Revenue	(\$195,105.00)
Expenditures	(\$195,105.00)

FUND 50300 – RISK MANAGEMENT

(Net change - \$0)

BE IT FURTHER RESOLVED that, upon further review of the 2018 Budget at the time of the above-referenced hearing, if other amendments are proposed and necessary for accounting purposes, those amendments will be made a part of the hearing without further advertising.

*“Passed this **11th day of June, 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 COMMISSIONERS (continued)

- e) Consent Agenda Items (continued):**
- 3) Resolution _____ - Approving out of state travel for County Superior Court Judge John Lohrmann
 - 4) Resolution _____ - Approval of a contract amendment with WA State Military Department for Energy Facility Site Evaluation Council (EFSEC) funding
 - 5) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$ _____
 - 6) Payroll action and other forms requiring Board approval
- f) Miscellaneous business to come before the Board**
- g) Review reports and correspondence; hear committee and meeting reports**
- h) Review of constituent concerns/possible updates re: past concerns**

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF APPROVING
OUT OF STATE TRAVEL FOR
COUNTY SUPERIOR COURT
JUDGE JOHN LOHRMANN**



RESOLUTION NO. 18

WHEREAS, Walla Walla County Superior Court Judge John Lohrmann wishes to attend the American Judges Association/American Judges Foundation Annual Education Conference to be held September 23-28, 2018, in Lihue, Hawaii; and

WHEREAS, Judge Lohrmann has requested that Walla Walla County pay the conference registration fee only, and advised that he will be responsible for all other travel-related costs; and

WHEREAS, pursuant to County policy, an Employee Travel Authorization form has been submitted; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel for Superior Court Judge John Lohrmann be approved as outlined above.

BE IT FURTHER RESOLVED that Walla Walla County shall be responsible for payment of the registration fee in the amount of \$495.00 only, with any personal travel costs to be the responsibility of Judge Lohrmann, as referenced.

“Passed this 11th day of June, 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

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of Walla Walla County, Washington*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL
OF A CONTRACT AMENDMENT
WITH WASHINGTON STATE
MILITARY DEPARTMENT FOR
ENERGY FACILITY SITE
EVALUATION COUNCIL (EFSEC)
FUNDING (E18-003)



RESOLUTION NO.

WHEREAS, Washington State Military Department Emergency Management Division and the Energy Facility Site Evaluation Council (EFSEC) have offered to provide additional funding to Walla Walla County Emergency Management Department for State Fiscal Year (SFY) 2018 in the amount of \$6,419, bringing the grant reimbursement amount to \$36,197; and

WHEREAS, the funding is pass-through dollars for the county's radiological emergency preparedness program relating to the Columbia Generating Station nuclear power plant; and

WHEREAS, the Board of County Commissioners approved contract and reimbursement authority for EFSEC SFY18 with Resolution No. 17 168; and

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

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

Passed this 11th day of June, 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*



Emergency Management
Walla Walla County

Walla Walla County

Emergency Management Department

27 N. 2nd Avenue
Walla Walla, Washington 99362
Phone: (509) 524-2900 • Fax: (509) 524-2910
www.wwemd.info

LIZ JESSEE
Director

PATRICK PURCELL
Coordinator

Memo

To: Walla Walla County Commissioners
From: Liz Jessee
Date: 6/5/18
Re: Energy Facilities Site Evaluation Council Contract Amendment

I am requesting your authorization to sign an amendment to the county's SFY18 contract with Washington State Military Department Emergency Management Division (WAEMD)/Energy Facility Site Evaluation Council (EFSEC).

Near the end of the State Fiscal Year anticipated unspent funds are offered by WAEMD/EFSEC to the jurisdictions required to plan for an incident at the Columbia Generating Station nuclear power plant. Walla Walla County will receive additional funding in the amount of \$6,419 to bring the total contract amount to \$36,197. Funds will be used for equipment as outlined in our request, attached.

There is no match required for these funds and the amendment has been reviewed by Jesse Nolte, Prosecuting Attorney Office.

Thank you for your consideration and time.

**Washington State Military Department
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: Walla Walla County Department of Emergency Management 27 North 2nd Ave Walla Walla, WA 99334		2. GRANT AGREEMENT NUMBER: E18-003	3. AMENDMENT NUMBER: A
4. SUB-GRANTEE CONTACT, NAME/PHONE/EMAIL: Liz Jessee, (509) 524-2900 ljesssee@co.walla-walla.wa.us		5. DEPARTMENT CONTACT, NAME/PHONE/EMAIL: Steven G. Williams, (509) 545-2030 steven.williams@mil.wa.gov	
6. TIN or SSN: NA	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NA	8. FUNDING SOURCE NAME/AGREEMENT #: EMD – CGS – EP (2017-2019)	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and the Energy Facility Site Evaluation Council (EF SEC)			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT: The Sub-Grantee has requested gap funding support for replace VOIP phones in the Emergency Operations Center (EOC), two new laptops in the EOC to replace others that are beyond service life, and replace three amateur radios in the EOC that have failed. The request was coordinated with and approved by the granting authority.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> The contract expiration date of June 30, 2018 remains unchanged. The overall contract amount of \$29,778 has changed to \$36,197; an increase of \$6,419. Replace Original Budget Sheet Exhibit D with Revised Budget Sheet Exhibit D, attached to this amendment. 			
This Amendment is incorporated in and made a part of the Grant Agreement. Except as amended herein, all other terms and conditions of the Grant Agreement remain in full force and effect. Any reference in the original Grant Agreement or an Amendment to the "Grant Agreement" shall mean "Grant Agreement as amended". The Department and Sub-grantee acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties have executed this Amendment:			
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:	
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department	Date	Signature Liz Jessee, Director	Date
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 6/13/2012 Assistant Attorney General		for Walla Walla County Department of Emergency Management	

Form Date: 10/27/00

REVISED BUDGET SHEET
Energy Facility Site Evaluation Council (EFSEC)

Contract expenditures shall be documented according to the following categories when appropriate:

CATEGORY	EXISTING BUDGET	BUDGET REALLOCATION	NEW REVISED BUDGET
A. Salaries and Wages	\$18,295		\$18,295
B. Benefits	\$8,191		\$8,191
C. Personal Contracts	\$0		\$0
E. Goods and Services	\$0	\$6,419	\$6,419
G. Travel	\$3,292		\$3,292
J. Capital Outlay	\$0		\$0
T. Indirect	\$0		\$0
TOTAL	\$29,778		\$36,197

- Up to 10 percent of each budget category amount may be shifted between approved budget object codes.
- Final signed invoice voucher (A-19) to be submitted with final performance report and deliverables. A-19's not to exceed total amount of contract award.

NOTE: Maintain expenditures within the listed budget categories.

Walla Walla County Emergency Management

SFY18 EFSEC Gap Funds Request (in order of priority)

1. **Update/Replacement of VOIP Phones**

Walla Walla County Technology Services has recommended replacement of our Voice-Over-Internet-Protocol (VOIP) telephones. Emergency Management was able to replace the phones in the Director's office and the Coordinator's office, but our current budget is insufficient to replace the phones in the EOC.

Cisco 8851 IP Phone	\$357 ea. x 6	\$2140
Cisco SMARTnet Extended Service	\$18 ea. x 6	108
Sales Tax @ 8.9%		200
TOTAL		\$2448

2. **HP EliteBook 840 G3 Notebook PC (2)**

Walla Walla County's REP program has benefited enormously from computer purchases made using EFSEC gap funds. Our oldest laptop computer was purchased in 2008. It is used by ARES during activations of the Emergency Operations Center. Purchase of new laptop would enable ARES to use a newer more reliable computer. Our next oldest laptop was purchased in 2012 and we would like it replaced as well. We have issues running the latest software on both machines. The total cost for one unit (including sales tax) is \$1710.

HP Elitebook Laptop	\$1570 ea. x 2	\$3140
Sales Tax @ 8.9%		279
TOTAL		\$3419

3. **Replacement of HAM radios**

During the January 16 9-1-1 communications outage we deployed our ARES group to provide communications coverage. It was during this event that we discovered the existing equipment wasn't functioning. The radio operators were able to come up with a workaround using their own equipment, but it was evident that the radios needed replaced. This was an unanticipated expense not budgeted for my department. HAM Radio is a critical communications component of our EOC and not having functional equipment wasn't an option. With our small budget it would be appreciated if gap funds could be made available to cover the cost.

ORDER ITEMS			
LINE ITEM	PRICE	QTY	SUB
1 ALINCO DR-135TMKIII HRD Spring Sales Promotion!	\$165.95	2	\$160.95
	-\$5.00		
2 ALINCO DR-435TMKIII	\$229.95	1	\$229.95
			Sub Total: \$551.85
			Shipping: \$0.00
			Ship Method: Standard
			Tax (0%): \$0.00
			Paid By Visa Total: \$551.85

9:45

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

a) Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

June 11, 2018

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues/Information for the Board.

- N/A

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Other Projects

- **Judges/Clerks Case Management and Document Management Systems**
 - Went live on 6/3
 - AOC and Tyler Technologies are still on site
- **OnBase**
 - We now have a project time line.
 - Prep-work until 6/15
 - Migration begin 6/18
 - Go-Live 8/13
- **Budget 2019 (time to start)**
 - Inventory – Should start week of 6/4.0
 - Budget - Too early to predict, but so far everything is flat.
- **Surplus**
 - Working on finalizing the list
 - Still have items to move to the cell for temporary storage
 - During the Clerk go-live weekend, when not working with the AOC people we will be working on surplus – **This did not happen, we were too busy**
- **Website Redesign**
 - Migration is complete
 - They are addressing some of my wasted space concerns as well as online employment application and REET data.
 - REET issue solved
 - Development still in progress and training is next
- **Public Management (Old records clean up)**
 - Was unsuccessful finding anyone who had a container for the project
 - Looked into local storage for temporary staging.

- Health department will let us use their cargo trailer for the project
- Will need all departments support (buy-in) to pull this off in a reasonable amount of time.
- **Retention**
 - Moving my staff in to automated email retention
 - Staff is all set up and moving items into retention folders
- **Next Round of PR grant funding**
 - Opens July 2.
 - I attended a grant writing class for this grant
- **Public Record Requests Last 2 Weeks**
 - 4= Requests received
 - 1 = Forwarded to departments
 - 2= Completed
 - 0= Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 6 = Open/Being handled by the PRO

Definitions

JLARC=Joint Legislative Audit and Review Committee

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

API = Application Program Interface

CITRIX = A product used for remote access to our network

PAV=Potential Archival Value

CJIS = Criminal Justice System Information Systems

AOC=Administrative Office of the Courts

PRO=Public Records Officer

USB=Universal Serial Bus

DOL=Department of Licensing

NDA=Non-disclosure agreement

RFP=Request for Pricing/Proposal

GIS=Geographic Information Systems

EOL=End of Life

JCDA=Joint Community Development Agency

W7=Windows 7

W10=Windows 10

OS=Operating System

JAVS=(Jefferson Audio Video Systems) – Courtroom Recording System

AV=Audio/Visual

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

CAD=Computer Aided Dispatch (hosted at the city)

CAT5=Category 5 Ethernet cable (for data and voice)

ADA=Americans with Disabilities Act

ECM=Enterprise Content Management

NWS=New World Systems

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

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

EO = Elected Official

DH = Department Head

WAPRO – Washington Association of Public Records Officers

10:00

COUNTY CORRECTIONS DEPARTMENT

Norrie Gregoire

- a) **Consent Agenda Items:**
 - 1) Resolution _____ - Food Services Agreement between Walla Walla County Juvenile Justice Center and Providence Health & Services – Washington, dba St. Mary's Medical Center
 - 2) Resolution _____ - Personal Services Contract between Walla Walla County and R & B Fleck Enterprises for services in the County Corrections facility

- b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A FOOD
SERVICES AGREEMENT BETWEEN
WALLA WALLA COUNTY JUVENILE
JUSTICE CENTER AND
PROVIDENCE HEALTH &
SERVICES - WASHINGTON, DBA
ST. MARY'S MEDICAL CENTER



RESOLUTION NO.

WHEREAS, Walla Walla County Juvenile Justice Center is desirous of entering into a Food Services Agreement with Providence Health & Services – Washington, dba St. Mary's Medical Center as Provider; and

WHEREAS, pursuant to the Agreement, the Provider will provide meal services to the Juvenile Justice Center; and

WHEREAS, the Food Services Agreement has been reviewed by the Prosecuting Attorney and the Risk Manager; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Food Services Agreement, and that the Chair of the Board shall sign same.

BE IT FURTHER RESOLVED that the commencement date of said Agreement shall be February 1, 2018, and termination date shall be January 31, 2019, unless terminated as provided therein.

*"Passed this **11th day of June, 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*

FOOD SERVICES AGREEMENT (INDEPENDENT CONTRACTOR)

This Food Services Agreement (this “Agreement”) is made between Walla Walla County Juvenile Justice Center (“JJC”) and Providence Health & Services-Washington d/b/a Providence St. Mary Medical Center (“Provider”).

In consideration of the mutual covenants contained herein, Provider and JJC agree as follows:

Section 1. The Services

Provider will perform the services described in the Scope and Deliverables attached as Exhibit A (the “Services”) in accordance with the terms and conditions of this Agreement. Provider will perform the Services in a professional manner in compliance with all applicable laws and regulations and all standards and rules reasonably established by JJC from time to time.

Section 2. Compensation

JJC will pay Provider for Services rendered in the amount and on the payment terms described in the Scope and Deliverables attached as Exhibit A. In addition to the compensation described in Exhibit A, JJC will reimburse Provider for the actual cost of any travel, lodging, meals, and other out of pocket expenses necessary to complete the Services so long as such costs and expenses are approved in advance and in writing by JJC.

Section 3. Term and Termination

This Agreement shall commence February 1, 2018 and terminate on January 31, 2019. Either party may terminate this Agreement at any time, without cause and without penalty, by giving the other party thirty (30) days advance written notice of termination. Either party may terminate this Agreement for material breach upon ten (10) days advance written notice specifying such breach unless the breach is cured within such ten (10) days.

Section 4. Independent Contractor

Provider will perform the Services as an independent contractor of JJC and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between Provider and JJC. No employee or agent of Provider will represent himself or herself to be an employee or agent of JJC or enter into any agreement on JJC’s behalf or in JJC’s name. Provider will retain full control over the manner in which the Services are performed and Provider’s employees and agents will not be entitled to workers’ compensation, retirement, insurance or other benefits afforded to employees of JJC.

Section 5. Compliance With Laws

Provider will (a) comply with all federal, state, and local laws, ordinances, regulations and orders with respect to its performance of the Services; (b) file all reports relating to the Services (including, without limitation, federal, state, and local tax returns); (c) pay all filing fees and federal, state and local taxes applicable to Provider's business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts when due. Provider will provide JJC with such documents and other supporting materials as JJC may reasonably request to evidence Provider's continuing compliance with this Section 5.

Section 6. Insurance; Risk of Loss

Provider will maintain insurance policies , with a minimum amount of \$1 million per occurrence, \$2 million aggregate, sufficient to protect against applicable risks and may do so through its self-insurance program. Provider will provide JJC with certificates of insurance, endorsements and other supporting materials as JJC may reasonably request to evidence Provider's continuing compliance with the preceding sentence. Provider will be liable for all loss or damage, which is caused by Provider, other than ordinary wear and tear, to JJC's property in Provider's possession or control. In the event of any such loss or damage, Provider will pay JJC the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

During the term of the Agreement, JJC shall keep and maintain, at its sole cost and expense, professional and general liability coverage for the acts and omissions of JJC, its officers, directors, employees, and agents (excluding Provider and Provider's employees).

Section 7. No Conflicting Obligations

7.1 Other Agreements. Provider's execution, delivery, and performance of this Agreement will not violate any other employment, nondisclosure, confidentiality, consulting or other agreements or commitments to which Provider is a party or by which Provider may be bound.

7.2 Confidential Information. Provider will maintain the confidentiality of any confidential or proprietary information provided to or obtained by Provider in performing the Services under this Agreement.

7.3 Third-Party Confidential Information. Provider will not use, in the performance of the Services or the creation of any Proprietary Materials, or disclose to JJC any confidential or proprietary information of any other person if such use or disclosure would violate any obligation or duty that Provider owes to such person. Provider warrants and represents that Provider's compliance with this Section 9.3 will not prohibit, restrict, or impair Provider's performance of the Services and its other obligations and duties to JJC.

Section 8. Indemnification

The parties hereto (Provider and JJC) will indemnify, defend and hold each other and their agents and employees harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including any proceeding by any employees or agents) that is based upon (a) a party's breach of this agreement, (b) the conduct of their respective businesses, (c) any negligent act or omission of either party, or (d) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right. In the event that of claims, damages, losses or expenses result from the conduct of more than one party, then each party agrees to be responsible for its own proportionate share of the total damages and expenses according to degree of fault or responsibility.

Section 9. Remedies and Applicable Law

This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the State of Washington, without regard to any rules governing conflicts of laws.

Section 10. Assignment

Provider may not assign this Agreement, in whole or in part, without JJC's prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

Section 11. Entire Agreement, Interpretation and Changes

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between Provider and JJC with respect to such subject matters are hereby superseded in their entirety. In the event of any inconsistency between the terms of the main body of this Agreement and the terms of the Scope and Deliverables attached as Exhibit A, then the terms of the main body of this Agreement shall take precedence over the terms of Exhibit A. Any changes, amendments, or modifications to this Agreement and/or Exhibit A shall not be binding on the parties unless mutually agreed to by the parties in writing. If any such changes, amendments, or modifications cause an increase or decrease in the cost or time required to complete the Services, mutually agreed adjustments shall be made in the contract price and/or the period of service described in Exhibit A.

Section 12. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (b) such invalidity,

illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction there over will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Providence Health & Services–Washington
d/b/a Providence St. Mary Medical Center

Walla Walla County Juvenile Justice Center

By:

By:

Name: Susan Blackburn
Title: COO

Name: James K. Johnson

Title: Chair, Board of County Commissioners
Walla Walla County, Washington

Address:
401 W. Poplar
PO Box 1477
Walla Walla, WA 99362

Address:
314 West Main
P. O. Box 1506
Walla Walla, WA 99362

**EXHIBIT A
SCOPE AND DELIVERABLES**

1. Description of Services to be Performed by Provider

Providence will provide meal services to the Juvenile Justice Center as outlined below: Provider will prepare and package all breakfast, lunch, and dinner meals in bulk at Provider's location, seven (7) days per week, including holidays. Provider will:

- Provide breakfast and lunch meals, excluding beverages, that meet basic nutritional and caloric requirements for 9th-12th graders.
- Provide dinner meals, excluding beverages, that meet basic nutritional and caloric requirements for 9-12th graders.
- Provide meal compartment tray cleaning.
- Provide a meal record documenting number of meals trayed, menu items, serving temperatures, and portion sizes, at time of meal pick up by JJC.

2. Compensation Amount and Timing of Payment

Provider will track meals served for each meal service per day and will submit an invoice to JJC each month listing the number of meals served for breakfast, lunch, and dinner. Meals that are incomplete or spoiled, will not be submitted to OSPI for reimbursement.

Effective February 1, 2018, JJC will pay the following:

Breakfast	\$2.09 per meal
Lunch & Dinner	\$3.46 per meal
Prep & Serve	\$15.91 per day

JJC will process payment within 15 days of receipt of monthly timesheet. Payments will be sent to:

St. Mary Medical Center
Attn:
380 Chase Ave
Walla Walla, WA 99362

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICES CONTRACT BETWEEN WALLA WALLA COUNTY AND R & B FLECK ENTERPRISES FOR SERVICES IN THE COUNTY CORRECTIONS FACILITY



RESOLUTION NO.

WHEREAS, Walla Walla County Corrections Department wishes to enter into a Personal Services Contract with R & B Fleck Enterprises to provide services related to inmate health and medical issues in the County Corrections facility (County Jail); and

WHEREAS, a Personal Services Contract has been submitted to the County for consideration; and

WHEREAS, the contract has been reviewed by the Prosecuting Attorney and the Risk Manager; and

WHEREAS, Norris Gregoire, Corrections Director, has recommended and requested approval of the contract; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Personal Services Agreement, and that the Chair of the Board shall sign same.

*“Passed this **11th day of June, 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

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**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS
Exhibit A**

THIS CONTRACT is made and entered into by and between WALLA WALLA COUNTY, a political subdivision, with its principal offices at 314 WEST MAIN STREET, 2ND FLOOR – ROOM 203, PO BOX 1506, WALLA WALLA, WA, 99362, by and for the Walla Walla County Corrections Department (hereinafter "COUNTY"), and R & B Fleck Enterprises, with its principal offices at Specialized Physicals, R & B Fleck Enterprises, LLC, 9915 Sandifur Parkway, Pasco, Washington, 99301, (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the terms and conditions herein (Exhibit A) and the Fee Schedule (Exhibit B):

- a. Exhibit A - Contract; and
- b. Exhibit B – Fee Schedule.

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2018, and shall expire on December 31, 2019 unless terminated sooner as set forth herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, within a reasonable time no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A – Contract and Exhibit B – Fee Schedule, which are inclusive and attached hereto and incorporated herein by reference. The CONTRACTOR shall provide the following services:
 - (1) All the services set forth herein in accordance with a schedule agreed upon by the COUNTY and CONTRACTOR.
 - (2) Designate in advance and make available twenty-four (24) hours per day licensed registered nurse(s) and or licensed physician(s) or physician's assistant(s) for consult with WWCCD personnel for inmate health and medical issues, emergency or non-emergency, which may require CONTRACTOR or an appropriate authorized representative or employee of CONTRACTOR to physically respond to the WWCCD facility.

(3) Be solely responsible for the practice of medicine by CONTRACTOR, CONTRACTOR'S employees or authorized representatives within WWCCD.

(4) Make recommendations to the WWCCD Commander or County Director of Corrections regarding the provision of medical services in WWCCD and issues related thereto.

(5) All services provided shall be performed under current licensure with the State of Washington, including written documentation of affiliation with a licensed State of Washington medical physician.

(6) Compensate all personnel performing services under this Contract and pay any and all taxes, fees, or costs related thereto.

(7) Procure all permits and licenses necessary to perform the services herein prior to commencement of this Contract and thereafter maintain such continuously throughout the term of this Contract.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be reasonably requested by the COUNTY.
- f. CONTRACTOR shall not drive or use vehicles as part of its delivery of services under this Contract. CONTRACTOR'S travel to and from the WWCCD facility shall not be compensated or be part of the services delivered under this contract.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:
Dr. Ronald Fleck.
9915 Sandifur Parkway, Pasco, Washington, 99301

- b. For COUNTY:
Norris Gregoire, Director of Corrections.
300 W. Alder, Walla Walla, WA 99362

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The COUNTY shall compensate the CONTRACTOR in the amount for services rendered pursuant to Exhibit B Fee Schedule (attached).
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR shall submit invoices to the COUNTY not more than once per month for work performed during the previous calendar month no later than the first business day of the following month. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional

compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, to the extent caused by the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

- d. CONTRACTOR agrees to provide immediate notice to County of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. COUNTY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, the CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than two million dollars (\$2,000,000) per occurrence, loss or person with a general aggregate or policy limit of six million dollars (\$6,000,000) covering the provider and all medical staff assigned or authorized by the provider under this Contract.

The coverage shall apply to liability for a professional error, act or omission, including medical malpractice, arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. The policy shall state that coverage is claims made, and the retroactive date shall be of, or prior to, the effective date of this Contract. CONTRACTOR is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all

finances, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or CG0002 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence.

The general commercial liability policy will contain an endorsement naming the COUNTY, its officials, officers, employees and agents as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage. CONTRACTOR is also required to buy commercial general liability and employers liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- d. **Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
 - (3) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (5) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Walla Walla County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (1) The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. If any of the required insurance is cancelled or non-renewed, notice shall be delivered in accordance with policy provisions, and CONTRACTOR shall promptly deliver such notice to the COUNTY.
 - (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY, its officials, officers, employees, or agents as an additional insured.
 - (3) Certificates of insurance shall show the certificate holder as "Walla Walla County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.

- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Walla Walla County that CONTRACTOR is currently paying workers compensation.
- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Walla Walla County
Attn: Human Resources/Risk Manager
314 W. Main Street, Second Floor, Rm. 216
PO Box 1506
Walla Walla, WA 99362
- (6) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

9. TERMINATION

- a. The COUNTY may terminate this 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, by giving sixty (60) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR materially breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such

termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

- d. The COUNTY and CONTRACTOR agree that the term of this contract expires on December 31, 2019. Should the CONTRACTOR wish to terminate the relationship or negotiate a longer term, CONTRACTOR will provide the COUNTY with ninety (90) days written notice of its intent prior to the expiration date of December 31, 2019.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY's authorized representatives.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving party's authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay,

- medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
 - d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
 - e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a reasonable written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR and County shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract. This compliance shall include zero tolerance for sexual harassment, and sexual abuse. All Staff shall have training in the Prison Rape Elimination Act (PREA).

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. Where applicable, all reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer

these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be immediately submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

Where applicable, the CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officials, officers, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, its officials, officers, employees and agents where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY's authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- e. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Walla Walla County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- f. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17] and [28]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection

Walla Walla County Corrections Center Personal Services Contract for Jail Medical Services

and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to “hold” such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY’S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. MEDICAL RECORDS

Medical records prepared and maintained in the course of providing the medical services described here shall be the sole and separate property of the COUNTY. The Walla Walla County Corrections Department shall act as custodian of those records and provide facilities necessary for storage of such in the WWCCD facility. The CONTRACTOR shall at all times during the term of this Contract, and after the term of this contract as necessary for regulatory compliance or litigation purposes, have access to such medical records. In the event this Contract is terminated for any reason or otherwise completed, all such medical records shall be available to the COUNTY, or other entity, organization, or persons providing medical services at WWCCD. COUNTY and CONTRACTOR agree to comply with all State and Federal laws and regulations regarding custody and use of all medical records. County will indemnify CONTRACTOR for damages, including attorney fees and

Walla Walla County Corrections Center Personal Services Contract for Jail Medical Services

costs, arising from any such failure by COUNTY to comply with such laws or regulations.

CONTRACTOR will indemnify County for damages, including attorney fees and costs, arising from any such failure by CONTRACTOR to comply with such laws or regulations.

29. ACKNOWLEDGMENT

CONTRACTOR acknowledges that the Walla Walla County Courthouse, County Corrections Center, and COUNTY facilities, and its offices and departments therein, contain records and information that are confidential or privileged by operation of law. As a result the CONTRACTOR acknowledges and agrees that in the course of performing this Contract its employees or agents shall at all times refrain from engaging in any activities that would expose them to, or others to, such confidential or privileged information.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: _____

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

Chairman

Attest: _____
Clerk of the Board

Vice-Chairman

Approved as to Form:

Member

Deputy Prosecuting Attorney, Walla Walla County

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

DATED: 10 06 2018

CONTRACTOR
FLECK MEDICAL GROUP

Ronald W. Fleck MD

[Print Name]

Ronald W. Fleck MD

Its _____

**PERSONAL SERVICE CONTRACT
FEE SCHEDULE
Exhibit B**

Registered Nurse Services: \$55.00/hour

Certified Medical Assistant: \$35.00/hour

Physician or Physician
Assistant Services: \$150.00/hour

On-Call (begins at 1700
each business day and ends
at 0600 the following
business day; begins at
1700 every Friday and
concludes the following
Monday at 0600):

\$48/week night (Monday – Friday)

\$72/weekend day (Saturday/Sunday, each)

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Consent Agenda Items:

- 1) Resolution _____ - Request for reimbursable work from Garfield County to paint stripe certain county roads
- 2) Resolution _____ - Adopting Right-of Way Procedures for Walla Walla County
- 3) Resolution _____ - Signing a Local Programs State Funding Agreement and a Project Prospectus for Whitman Drive West MP 1.01 to MP 3.14

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A REQUEST
FOR REIMBURSABLE WORK
FROM GARFIELD COUNTY TO
PAINT STRIPE CERTAIN COUNTY
ROADS



RESOLUTION NO.

WHEREAS, Garfield County has submitted a Request for Reimbursable Work for Walla Walla County to paint stripe certain county roads; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said Request for Reimbursable Work for Garfield County be signed authorizing the County Public Works Department to perform the work.

Passed this 11th day of June, 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
RIGHT-OF-WAY PROCEDURES
FOR WALLA WALLA COUNTY**



RESOLUTION NO.

WHEREAS, Local Agencies wishing to acquire right-of-way must adopt right-of-way procedures in accordance with the Washington State Department of Transportation Local Agency Guidelines; and

WHEREAS, staff changes and updates to the current procedures require adoption of new right-of-way procedures; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the attached revised Right-of-Way Procedures be adopted.

*Passed this 11th day of **June, 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
of Walla Walla County, Washington*



Right of Way Procedures

June 01, 2018

The Walla Walla County Public Works Department, hereinafter referred to as "AGENCY", desiring to acquire real property (obtain an interest in, and possession of, real property) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way (ROW) in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY's request.
 - a. Below is a list of responsible AGENCY individual names and positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached are resumes for each individual AGENCY staff listed to perform those functions below, and a brief summary of their qualifications pertaining to the specific ROW function(s) for which they are listed. The procedures shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.
 - i. **PROGRAM ADMINISTRATION :**
Oversee delivery of the Right of Way Program on federal aid projects for the agency. Ensures Right of Way functions are carried out in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Ensures agency's approved Right of Way Procedures are current, including staff qualifications, and provides copies to consultants and agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation prior to offers being made;
- Approves administrative offer summaries per policy;
- Ensure agency has a relocation appeal process in place prior to starting relocation activities;
- Oversight of Administrative Settlements;
- Obligation authority for their agency;

- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether or not ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see Appendix 25.176).

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

Seth Walker, P.E., Chief, Engineering & Construction Division

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant Appraiser from WSDOT Appraiser List

WSDOT Appraiser

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the agency to make sure they are adequate, reliable, and have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Appraiser List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Consultant Appraisal Reviewer from WSDOT Approved Appraisal Reviewer List

WSDOT Appraiser/Reviewer

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property or real property interests (rights) on federal aid projects for the agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, and policies and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare administrative settlement justification and obtain approval;
- Prepare Project Funding Estimates (PFE) or, when applicable, True Cost Estimates (TCE);
- Prepare Administrative Offer Summaries (AOS or Appraisal Waiver);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each acquisition.

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

Seth Walker, P.E., Chief, Engineering & Construction

Lisa Snyder, Right of Way Technician

Consultant

WSDOT

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

Consultant

WSDOT

Lisa Snyder, Right of Way Technician, PERSONAL PROPERTY ONLY RELOCATION

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep R/W free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW.

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

Seth Walker, P.E., Chief, Engineering & Construction

Lisa Snyder, Right of Way Technician

Darrell W. Sowards Jr., PLS, County Surveyor

- b. Any functions for which the AGENCY does not have qualified staff, the Agency will contract with another local agency with approved procedures, an outside contractor, or the Washington State Department of Transportation (WSDOT). An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person approved to negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.
- c. An AGENCY wishing to take advantage of an Appraisal Waiver (aka Administrative Offer Summary or AOS) procedure on properties valued up to \$25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.
- d. Attached is a copy of the AGENCY's administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.

2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.
3. Approval of the AGENCY's procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Walla Walla County

Approved By:

Chairman
Board of Walla Walla County Commissioners

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

WALLA WALLA COUNTY PUBLIC WORKS DEPARTMENT
RIGHT OF WAY ACQUISITION PERSONNEL QUALIFICATIONS

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

Tony has been employed with the Walla Walla County Public Works Department since May 2012. Tony began working with Right of Way personnel in May 2012 and became Director on June 1, 2018. Tony has a BS in Civil Engineering and is a licensed Professional Engineer in the States of Washington and Arizona. Tony is responsible of all activities throughout the Public Works Department. Tony has been involved with and supervising all activities of right of way acquisition prior to his position as Director.

Seth Walker, P.E., Chief, Engineering & Construction Division

Seth has been employed with the Walla Walla County Public Works Department since November 2016 and became Chief of the Engineering & Construction Division in April 2018. Seth is a licensed Professional Engineer in Washington State and obtained his license in 2013. Seth has 6 years of experience creating Right of Way plans and supervising Right of Way acquisition at previous positions prior to employment at the County. Seth is currently responsible for supervision of activities involved in Right of Way acquisition and permit areas for County Federal Aid and non-Federal Aid projects.

Darrell W. Sowards Jr., PLS, County Surveyor

Darrell has been employed with the Walla Walla County Public Works Department since September 2017. Darrell became a license Professional Land Surveyor in December 2012. Darrell researches historic documents to verify and locate rights of ways, easements and ownership. Darrell creates right of way plans to show existing rights of way, proposed rights of way, construction permit areas and creates legal descriptions, as well as calculates right of way acquisition areas. Darrell oversees land surveying duties for the department.

Lisa Snyder, Right of Way Technician

Lisa has been employed with the Walla Walla County Public Works Department since April 2007. Lisa has an Associate Degree in Civil Engineering Technology. Lisa works with right of way personnel and the Local Agency Coordinator of WSDOT Eastern, North Central and South Central Regions in the preparation of Project Funding Estimates (PFE), PFE Parcel Worksheets, Administrative Offer Summaries (AOS), Personal Property Only Relocation (PPO) and Right of Way Certification. Lisa prepares legal descriptions, assists County Surveyor in right of way map preparation, calculation of acquisition areas, property ownership, comparable sales and fair market value, negotiations and maintains right of way diaries and acquisition files. Lisa acquires property rights and prepares right of way acquisition offer packages for property owners including offer letters, quit claim deeds, right of way easement deeds, temporary construction permits, road construction agreements, right of entries, real property vouchers, tax affidavits, administrative settlements, donation waivers. Lisa is responsible for property management activities.



June 01, 2018

WALLA WALLA COUNTY ADMINISTRATIVE SETTLEMENT AUTHORITY PROCEDURES

1. Walla Walla County Public Works Department has approved the following policy and procedures for use in making a negotiated administrative settlement (stipulated settlement) for public works right of way acquisition projects in accordance with the Uniform Act.
 - a. The Designated County Negotiator or Consultant Negotiator shall have Administrative Settlement authority for up to 75% of the original approved offer amount to a maximum of \$10,000 above the initial approved just compensation of each individual parcel. Any administrative settlement made solely by the negotiator shall be justified by a written narrative memo outlining the reasoning for the administrative settlement and documented by a signed entry in the Negotiator's diary.
 - b. Any administrative settlements over \$10,000 shall require written approval of the County Public Works Director or his designee (Chief of Engineering and Construction Division). The memo shall give detailed justification in narrative form for the administrative settlement and shall be signed by the assigned negotiator and the County Public Works Director or his designee and placed in the acquisition file.
 - c. All pertinent information shall be considered when preparing an administrative settlement. Each parcel shall be considered as an individual transaction and the circumstances of that parcel will be given considerations on their own merits when preparing and reviewing an administrative settlement.
 - d. Every administrative settlement will consider the following items, but shall not be limited to those items or use them as a template for settlement. Each settlement shall have a written narrative memo describing the circumstances, justification and reasoning for the approved administrative settlement payment in excess of the fair market value shown on the approved just compensation specific to that parcel under consideration of the agency's and public's best interest.
 - 1) State the amount and date of the original offer, and basic details about the property.
 - 2) State the amount of the proposed administrative settlement offer.
 - 3) List the negotiators record of communications with owner, including the owner's rationale or documentation for the increased compensation.

- 4) Include a summary of all available parcel details, estimates, bids, research information, all available appraisals, including the owner's and the owner's rationale for increased compensation, which is the most important part of the justification.
 - 5) Describe the ability of the County to acquire the property, or obtain possession and use, through condemnation process, to meet the construction schedule.
 - 6) Provide a summary of recent trends in court awards involving similar acquisition and appraisal problems and the length of time it takes to get on the court's schedule.
 - 7) Provide opinion of Legal Counsel where appropriate.
 - 8) Include an estimate of trial and court costs as well as other costs and factors, such as cost savings in the areas of salaries, witness fees (appraiser, consultants, etc.), travel, per diem, updating the appraisal for trial, pretrial, conferences, staking of right of way, attorney's expensed, and any other administrative incurred costs, such as additional staff time resulting from condemnation proceedings.
 - 9) Summarize with a conclusive statement regarding the recommendation for the administrative settlement amount.
2. Direct questions pertaining to these procedures to the County Right of Way Technician at (509) 524-2724.

APPROVED:

By: 
Public Works Director/County Engineer
Walla Walla County



WAIVER OF APPRAISAL/WAIVER VALUATION PROCEDURES

June 01, 2018

Walla Walla County, desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. **Walla Walla County** may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the Project Funding Estimate (PFE) is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. **Walla Walla County** must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. **Walla Walla County** must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the waiver. As no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
- B. The AOS is submitted to the **Public Works Director/County Engineer, Chief of Engineering & Construction Division, or Right of Way Technician** for approval.
- C. The **Public Works Director/County Engineer or Chief of Engineering & Construction Division** signs the AOS authorizing a first offer to the property owner(s).

APPROVED:

APPROVED:

By:


Public Works Director/County Engineer
Walla Walla County

Local Programs Right of Way Manager
Washington State Department of Transportation

LPA-003
10/2014

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL PROGRAMS STATE
FUNDING AGREEMENT AND A
PROJECT PROSPECTUS FOR
WHITMAN DRIVE WEST MP 1.01
TO MP 3.14



RESOLUTION NO.

WHEREAS, 2017 Pedestrian & Bicycle Safety Program State Funds are available; and

WHEREAS, Whitman Drive West between MP 1.01 to MP 3.14 is listed on the Six Year Transportation Improvement Program and has been selected to receive state funds; and

WHEREAS, a Local Programs State Funding Agreement and Project Prospectus have been prepared as part of an application for said funds to improve Whitman Drive West between MP 1.01 to MP 3.14; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Local Programs State Funding Agreement as a condition of payment of state funds obligated; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby enter into said Local Programs State Funding Agreement and Project Prospectus and the Chair of the Board shall sign same in the name of the Board.

Passed this 11th day of June, 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 Public Works
PO Box 813
Walla Walla, WA 99362



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 7 June 2018

Re: Director's Report for the Week of 4 June 2018

Board Action: 11 June 2018

Resolutions:

In the Matter of a Request for Reimbursable Work from Garfield County to Paint Stripe Certain County Roads

In the Matter of Adopting Right of Way Procedures for Walla Walla County

In the Matter of Signing a Local Programs State Funding Agreement and Project Prospectus for Whitman Drive West

ENGINEERING:

- Blue Creek Bridge/Mill Creek FH: Plan to advertise by the end of June.
- Pflugrad Bridge: First working day will be July 9th.
- Mill Creek Road MP 1.1 to MP 3.96: Updating Project Funding Estimate and working on offers.
- Mud Creek: Re-assessing design in coordination with WSDOT.
- Whitman Drive W.: Preparing to make offer for ROW at Martin Airfield. Walla Walla University is donating ROW.
- Middle Waitsburg Road: Will survey this summer.
- Scenic Loop Road: Delayed survey to late 2018.
- Stormwater: Havstad and Prescott to be completed late summer.

MAINTENANCE/FLEET MANAGEMENT:

- South and North crews – Chip sealing. 27 miles completed (approximately 60%).
- Signs/Vegetation – Striping following about a week behind chip seal. Alkali Bee signage is up and will remain in place through the month of June.
- Garage – Working on routine maintenance.

ADMINISTRATION:

- Attending MPO meeting on STBG funding with Cities of Walla Walla, College Place and Waitsburg. It appears we will receive approx. 1M in rural funds and 200K in urban funds.
- Quarterly counseling finished.

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) **Action Agenda Items:**
 - 1) Revised job description form - Facilities Maintenance Manager for the Facilities Maintenance Department
 - 2) Proposal 2018 06-11 HR/RM Approval of revised Non-Travel Food and Beverage Form 40.05.04
- d) 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 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.