

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MAY 12, 2014**

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**(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 May 5 and 6, 2014
- 2) Resolution \_\_\_\_\_ - Executing a revised Agreement for State Administration of County Enhanced 911 Excise Taxes Pages 2-7

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

**IN THE MATTER OF  
EXECUTING A REVISED  
AGREEMENT FOR STATE  
ADMINISTRATION OF COUNTY  
ENHANCED 911 EXCISE  
TAXES**

**RESOLUTION NO.**

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

**WHEREAS**, RCW Chapter 82.14B requires counties imposing county enhanced 911 excise taxes to contract with the Department of Revenue for the administration and collection of the taxes; and

**WHEREAS**, pursuant to Walla Walla County Resolution 10 260, Walla Walla County approved executing an Agreement for State Administration of County Enhanced 911 Excise Taxes, said agreement between Walla Walla County and the State of Washington Department of Revenue; and

**WHEREAS**, the Legislature of the State of Washington made changes to RCW Chapter 82.14B in the laws for 2013, 2<sup>nd</sup> Special Session, and pursuant to Walla Walla County Resolution 14 090, the County and Department of Revenue entered in an amended Agreement for State Administration of County Enhanced 911 Excise Taxes in light of that law; and

**WHEREAS**, subsequently, the State of Washington prepared a new Agreement for State Administration of County Enhanced 911 Excise Taxes which would supersede the previously approved amended agreement, and has submitted it to the County; and

**WHEREAS**, the Walla Walla County Prosecuting Attorney has reviewed and approved said agreement; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Agreement for State Administration of County Enhanced 911 Excise Taxes, and that the Chair of the Board shall sign same in the name of the Board.

*"Passed this **12th day of May, 2014** 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

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

AGREEMENT FOR STATE ADMINISTRATION OF COUNTY ENHANCED 911 EXCISE TAXES

**THIS AGREEMENT** ("Agreement") is entered into by and between Walla Walla County and the State of Washington Department of Revenue ("Department") for the administration of county enhanced 911 excise taxes under chapter 82.14B RCW. This Agreement is effective January 1, 2014.

**WHEREAS**, the Legislature of the State of Washington has authorized the County under chapter 82.14B RCW to impose enhanced 911 excise taxes on switched access lines, radio access lines, and interconnected voice over internet protocol service lines; and

**WHEREAS**, the Legislature of the State of Washington has made changes to chapter 82.14B RCW in the laws for 2013, 2<sup>nd</sup> Special Session, and the County and Department wish to clarify the application of terms in this Agreement in light of that law.

**WHEREAS**, chapter 82.14B RCW requires counties imposing county enhanced 911 excise taxes to contract with the Department for the administration and collection of the taxes; and

**WHEREAS**, the County has by ordinance, a copy of which is attached hereto (the "Ordinance"), elected to impose:

1. An enhanced 911 excise tax on switched access lines of seventy cents (70 ¢) as provided under chapter 82.14B RCW.
2. An enhanced 911 excise tax on radio access lines used by subscribers of seventy cents (70 ¢) per month, and on such lines used by prepaid consumers of seventy cents (70 ¢) per retail transaction, as provided under chapter 82.14B RCW.
3. An enhanced 911 excise tax on interconnected voice over internet protocol service lines of seventy cents (70 ¢) per month as provided under chapter 82.14B RCW.

**NOW, THEREFORE**, to provide for the administration and collection of the county enhanced 911 excise taxes imposed by the Ordinance, the parties agree as follows:

1. The Department shall exclusively perform all functions incident to the administration and collection of the county enhanced 911 excise taxes imposed by the ordinance referenced above, other than criminal prosecutions. The parties intend any notification that the Department sends to taxpayers in the course of its administration of the taxes to also serve as notice from the counties.
2. The Department shall retain from the county enhanced 911 excise taxes so collected the amount of one percent (1%) thereof to cover administration and collection expenses incurred by the Department. Said percentage amount shall be subject to review during January of each year, PROVIDED, HOWEVER, that no change in the percentage retained shall be effective without an amendment to this Agreement.

3. In accordance with chapter 82.14B RCW, the remainder of the county enhanced 911 excise taxes so collected shall be deposited by the Department in the county enhanced 911 excise tax account in the custody of the State Treasurer. The moneys that accrue in the county enhanced 911 excise tax account shall be distributed as provided by law.
4. Insofar as they are applicable to the administration, collection, and enforcement of enhanced 911 excise taxes, the Department shall apply the general administrative provisions contained in chapter 82.32 RCW to the performance of its duties under this Agreement. The Department shall perform its duties under this Agreement so that as far as possible the county enhanced 911 excise taxes are administered and collected uniformly with the state enhanced 911 excise taxes. Rules to be adopted by the Department to facilitate the administration and distribution of the state and county enhanced 911 excise taxes shall be adopted in accordance with chapter 34.05 RCW, the State Administrative Procedure Act.
5. The allocation of county enhanced 911 excise tax collections will be made by the Department to the State Treasurer within thirty (30) days after the due date of the taxable period for which county enhanced 911 excise taxes are imposed. Allocation of any unidentifiable county E911 tax collections (commonly called "pool funds") by the Department among the various local taxing jurisdictions will also be made within thirty days. Distribution of taxes to the County shall be made in accordance with chapter 82.14B RCW.
6. The County must notify the Department in writing of a change in the county enhanced 911 excise taxes no less than seventy-five (75) days before the effective date of the change.
7. Chapter 82.32 RCW provides a mechanism for taxpayers to seek refunds or credits for overpaid taxes. All refunds and credits for County enhanced 911 excise taxes shall be charged to the County.
8. The Department shall require redistribution upon ten (10) days notice to the affected county when it determines that any county enhanced 911 excise tax has been distributed to a county other than the county entitled to the tax. Such redistribution shall not be made with respect to amounts originally distributed earlier than six (6) monthly periods before the monthly period in which the Department determines that improper distribution occurred. If a dispute arises between or among the counties as to which county is entitled to particular funds collected under any county's enhanced E911 excise tax, the Department shall determine which county is entitled to the disputed funds. A dispute between a county and the Department regarding the Department's determination shall be resolved according to paragraph 11 of this Agreement.
9. The Department shall provide taxpayer information, documentation, and reports to the County in accordance with the disclosure limitations of RCW 82.32.330. Upon request by the County, the Department shall provide: the names of all taxpayers collecting the County's enhanced 911 excise taxes; the number of switched access lines, radio access lines or retail transactions as applicable, and interconnected voice over internet protocol service lines on which each taxpayer

collected the County's enhanced 911 excise taxes by collection period; and the amount of the County's enhanced 911 excise tax, by type of line or transaction as applicable, collected and remitted by each taxpayer by collection period. The Department shall not be obligated to provide this information more frequently than monthly. Insofar as practicable, the Department shall provide this information electronically. Authorized representatives of the County requesting and receiving confidential information must sign a Department Tax and License Confidentiality Affidavit and comply with RCW 82.32.330. Among other things, RCW 82.32.330 provides that unauthorized disclosure of confidential tax information is a misdemeanor. The County shall have the right from time to time to examine the records of the Department as they concern the County or the taxpayers of the County subject to the County enhanced 911 excise taxes, subject to the limitations of RCW 82.32.330.

10. The parties agree to establish and maintain open lines of communication and to work cooperatively in order to improve administration of the County enhanced 911 excise taxes. Either party may initiate a meeting, to be held at a mutually convenient time and place, to share information and to discuss matters related to administration and collection of County enhanced 911 excise taxes.
11. In the event that a dispute arises under this Agreement, either party may elect mediation in which the Department and County shall each individually appoint one member to a Dispute Board and those members shall select a third member.

In the event a dispute arises between or among counties as described in paragraph 8, a county that disagrees with the Department's resolution of the issue may elect mediation. In that case, each county claiming entitlement to the disputed funds and the Department shall individually appoint one member to a Dispute Board. If the number of members is odd, then no additional members need to be appointed. If the number of members is even, then the members of the Dispute Board shall together select one additional member.

The Dispute Board shall evaluate the dispute and make a written determination after considering the relevant facts and legal authorities. The Dispute Board's determination shall be given significant weight by both parties who will meet after the determination is issued to resolve the dispute. If a resolution is not reached, the determination of the Dispute Board shall be admissible in any future legal proceeding between the parties concerning the dispute. Each party shall be responsible for a proportionate share of the costs of the members of the Dispute Board. This remedy is not intended to be exclusive of other remedies existing in law, by statute, or otherwise.

12. This Agreement shall be governed by the laws of the State of Washington.
13. To the extent permitted by law, the County agrees to defend and hold harmless the Department or the State of Washington from claims that challenge the authority of the County to impose the county enhanced 911 excise taxes identified in the aforementioned Ordinance. The County

understands that in the event of a legal challenge to the Ordinance or otherwise, the Department shall not be obligated to represent the County or otherwise to defend the County's position in any proceeding relating to such challenge.

14. The parties to this Agreement will notify each other in a timely manner when they find it necessary to request an amendment to this Agreement. No changes in or additions to this Agreement shall be made except as agreed to by both parties, reduced to writing, and executed with the same formalities as are required for the execution of this Agreement.
15. The following persons (or their successors) shall administer this Agreement on behalf of the parties. Any notice required by this agreement shall be achieved by providing written notice to the persons listed below (or their successors). Any party appointing a new person to administer the Agreement shall also provide notice of the change to the other party along with the appropriate contact information for the new person (e.g. phone number and email address).

Andy Van Gerpen  
Department of Revenue  
P.O. Box 47476  
Olympia, WA 98504-7476  
360-902-7122

Steven R. Ruley  
Walla Walla County  
27 N Second  
Walla Walla , WA, 99362  
509-527-1964

16. This agreement represents the entire agreement between the parties and no other statements or representations shall be deemed a part thereof. The recitals to this Agreement are incorporated by reference and are part of the Agreement. This Agreement may be executed in two original counterparts, and each counterpart shall constitute but one and the same instrument. Duplicate copies of the Agreement shall have the same force and effect as the original copies.
17. The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of the contract.
18. This Agreement supersedes the parties' prior agreement and takes effect at 12:01 AM, January 1, 2014, and shall thereafter be automatically renewed on December 31 of each year unless one of the parties gives written notice of termination on or before November 1 of each such year.

**IN WITNESS WHEREOF**, the State of Washington Department of Revenue and Walla Walla County have executed this Agreement as of the day and year written below.

\_\_\_\_\_

Date

\_\_\_\_\_

Janetta Taylor  
Senior Assistant Director  
Department of Revenue

\_\_\_\_\_

Date

\_\_\_\_\_

James K. Johnson, Chair  
Board of County Commissioners  
Walla Walla County

Approved as to form: \_\_Template with signature on file\_\_

Josh Weissman  
Assistant Attorney General  
State of Washington

**COUNTY COMMISSIONERS (continued)**

- e) Consent Agenda Items (continued):**
  - 3) Resolution \_\_\_\_\_ - Interlocal      Pages 9-12  
Agreement Between the City of  
Walla Walla and the County of  
Walla Walla relative to the 2014  
Byrne Justice Assistance Grant  
funding distribution
  - 4) Resolution \_\_\_\_\_ - Proclaiming      pages 13-14  
May, 2014 as Mental Health  
Awareness Month
  - 5) County warrants as follows: 4152044  
through 4152255, totaling \$1,085,463.32
  - 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 AN INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF  
WALLA WALLA AND THE COUNTY OF  
WALLA WALLA RELATIVE TO 2014  
BYRNE JUSTICE ASSISTANCE  
GRANT FUNDING DISTRIBUTION



**RESOLUTION NO.**

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

**WHEREAS**, Walla Walla County and the City of Walla Walla have benefitted previously from funding the entities have shared in from the Byrne Justice Assistance Grant (JAG) program; and

**WHEREAS**, federal guidelines provide that funding distribution can be subject to a determination of funding disparity between local jurisdictions, and the City of Walla Walla has been determined as the eligible jurisdiction to receive funding under the funding disparity guidelines; and

**WHEREAS**, terms of the grant provide that units of local government may enter into agreements relative to grant awards, and the City of Walla Walla and Walla Walla County have agreed to a funding distribution and wish to enter into an agreement for same; and

**WHEREAS**, funds received by the county will be utilized for law enforcement technology enhancement purposes, in accordance with terms of the grant; and

**WHEREAS**, an Interlocal Agreement Between the City of Walla Walla, WA (Washington) and the County of Walla Walla, WA (Washington) has been submitted to the county for approval; and

**WHEREAS**, the Walla Walla County Sheriff has reviewed same and recommended approval, and the County Prosecuting Attorney has reviewed and approved same; now therefore

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

*"Passed this **12th day of May, 2014** 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

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

## Diane Harris

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**From:** Connie Vinti on behalf of Walla Walla County Commissioners  
**Sent:** Friday, May 09, 2014 10:29 AM  
**To:** Diane Harris  
**Subject:** FW: Notification of JAG

For agenda backup.

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**From:** Steve Ruley [<mailto:sruley@wallawallawa.gov>]  
**Sent:** Friday, May 09, 2014 10:22 AM  
**To:** Walla Walla County Commissioners  
**Cc:** Nabel Shawa; Scott Bieber; Mary Jo Duncan; Shanda Zessin  
**Subject:** RE: Notification of JAG

### NOTICE OF INTENT TO APPLY FOR 2014 BYRNE Justice Assistance Grant (JAG) Program

Over the past several years, the City of Walla Walla Police Department and the Walla Walla County Sheriff's Office have shared in funding available through the Edward M. Byrne Memorial Justice Assistance Grant (JAG) Program.

We have been advised that funding has been made available for FY 2014, and it is our intention to make formal application for these funds, as we have in the past.

One of the requirements for the application is that the governing legislative bodies for both the City and the County have at least 30 days of notice concerning the grant PRIOR TO THE APPLICATION being posted. The grant deadline is now set at June 10, 2014. Therefore, notice must be issued today, as this is the last business day before May 10, 2014.

This application, if approved, will result in grant revenues in the amount of \$ 8,264 for the City of Walla Walla Police Department, and \$ 4,854 for the Walla Walla County Sheriff's Office. The City of Walla Walla serves as the fiscal agent for this grant program. The selected purpose for utilizing these funds for both agencies is the improvement of law enforcement technology. The Sheriff's Office is intending to apply these funds towards the acquisition of non-lethal TASER technology, and the Police Department is planning on utilizing the available funding to acquire needed portable radio equipment.

Any questions concerning this grant application process may be referred to Chief Scott Bieber of the Walla Walla Police Department.

Steven R. Ruley, Manager  
Support Services Division - Public Safety Communications  
Walla Walla Police Department  
27 N. Second Avenue  
Walla Walla, Washington 99362  
(509)527-1959

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF WALLA WALLA, WA AND  
COUNTY OF WALLA WALLA, WA**

**2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between The County of Walla Walla, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as COUNTY, and the CITY of Walla Walla, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Walla Walla County, State of Washington, witnesseth:

**WHEREAS**, this Agreement is made under the authority of RCW 39.34, and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$4854.00 from the Edward Byrne Memorial Justice Assistance Grant (JAG) program, FY 2014 Local Solicitation, for the LAW ENFORCEMENT TECHNOLOGY ENHANCEMENT PROGRAM, and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds,

**NOW THEREFORE**, the COUNTY and CITY agree as follows:

**Section 1.**

CITY agrees to pay COUNTY a total of \$4,854 of JAG funds.

**Section 2.**

COUNTY agrees to use \$4,854.00 to purchase equipment and/or technology to enhance the Walla Walla County Sheriff's Office under the LAW ENFORCEMENT TECHNOLOGY ENHANCEMENT PROGRAM no later than June 30, 2015.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Washington Tort Claims Act.

**Section 4.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Washington Tort Claims Act.

**Section 5.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 6.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 7.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF WALLA WALLA, WA

COUNTY OF WALLA WALLA, WA

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
County Commissioner - Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF  
PROCLAIMING MAY, 2014  
AS MENTAL HEALTH  
AWARENESS MONTH

RESOLUTION NO.

**WHEREAS**, each May, the nation is asked to remember or continue to be aware that ongoing mental health issues affect as many as one in four Americans; and

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, with the theme of *Mind Your Health*, this year's focus is on a goal of building public recognition regarding the importance of mental health and to the overall health and wellness of those around us; and

**WHEREAS**, Mental Health Awareness Month is a reminder of the importance of working together to overcome any stigma associated with mental health issues and help those who are affected; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring May, 2014 as Mental Health Month in Walla Walla County.

"Passed this 12th day of May, 2014 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

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

# PROCLAMATION

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, prevention is an effective way to reduce the burden of mental health conditions;  
and

**WHEREAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

**WHEREAS**, mental health conditions are real and prevalent in our nation; and

**WHEREAS**, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

**WHEREAS**, we call upon the citizens, government agencies, public and private institutions, businesses and schools in Walla Walla County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby proclaim

## **MAY, 2014 as MENTAL HEALTH AWARENESS MONTH**

in Walla Walla County, and encourage all citizens to recognize and acknowledge the importance of working together to overcome any stigma associations with mental health issues and help those who are affected

Dated this 12th day of May, 2014, at Walla Walla County, Washington.

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

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

\_\_\_\_\_  
Perry L. Dozier, Commissioner

Attest:

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

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner

9:45

**JOINT COMMUNITY DEVELOPMENT AGENCY**

**Tom Glover**

a) **Consent Agenda Items:**

1) Resolution \_\_\_\_\_ - Proclaiming  
May, 2014 as Building Safety Month

pages 17-18

b) Agency update and miscellaneous

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

**IN THE MATTER OF  
PROCLAIMING MAY, 2014  
AS BUILDING SAFETY  
MONTH**

**RESOLUTION NO.**

**WHEREAS**, continuing local efforts undertaken by the director and staff of the Walla Walla Joint Community Development Agency and others in related fields to address the critical issues of safety, energy efficiency and sustainability in the building environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

**WHEREAS**, safe, durable buildings and structures are the cornerstone of our county; and

**WHEREAS**, building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry work year-round to ensure the safe construction of buildings; and

**WHEREAS**, it is fitting to recognize the importance of their dedication in ensuring the safety of buildings now and in the future; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring May, 2014 as Building Safety Month in Walla Walla County.

*"Passed this 12th day of May, 2014 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

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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



# PROCLAMATION

**WHEREAS**, Walla Walla County, through the Walla Walla Joint Community Development Agency (WWJCDA) and the local Fire Districts, continues to address the critical issues of safety, energy efficiency, and resilience in the built environment that affects all our citizens, both in everyday life and in times of natural disaster, and gives us confidence that our structures are safe and sound; and

**WHEREAS**, this confidence is achieved through the devotion of vigilant guardians - building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry - who work year-round to ensure the safe construction of buildings; and

**WHEREAS**, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes; and

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety, our local code officials, who assure us of safe, efficient and livable buildings; and

**WHEREAS**, "Building Safety: Maximizing Resilience, Minimizing Risks," the theme for Building Safety Month 2014, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry. Building Safety Month 2014 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby proclaim

## MAY, 2014 as BUILDING SAFETY MONTH

in Walla Walla County, and encourage all citizens to recognize and acknowledge the contributions of those in the industry and related fields who work year-round to ensure the safe construction of buildings.

Dated this 12th day of May, 2014, at Walla Walla County, Washington.

### BOARD OF COUNTY COMMISSIONERS WALLA WALLA COUNTY, WASHINGTON

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

Attest:

\_\_\_\_\_  
Perry L. Dozier, Commissioner

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

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner

10:00

**WALLA WALLA WATERSHED  
MANAGEMENT PARTNERSHIP**

**Chris Hyland**

a) Program update and miscellaneous page 20



Walla Walla Watershed Management Partnership

*For Fish. For Farms. For Everyone.*

## Walla Walla County Board of Commissioners Update

May 12, 2014

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### Walla Walla Watershed Management Partnership

- Touchet Eastside/Westside water metering effort (for lease in 2015)
  - Implementation of Gardena Farms Irrigation District water lease contract
  - Water lease with Jim Probert
  - Exempt Well Mitigation Exchange—new water added to bank; new court rulings affecting implementation.
  - Involvement with water users, stakeholders and citizens
  - Discussion / Feedback
- 

### *Upcoming Meetings...*

**Walla Walla Watershed Management Partnership Meeting**, June 3, 2014 from 7pm – 9pm at  
WWCC Water and Environmental Center, Walla Walla.

Please visit our website calendar for upcoming meeting information  
[www.wallawallawatershed.org](http://www.wallawallawatershed.org)

- a) **Action Agenda Items:**
  - 2) Resolution \_\_\_\_\_ - Vendor's bid award for concrete masonry units (CMU) blocks for Walter Bridge page 22
  
- b) **Consent Agenda items:**
  - 1) Resolution \_\_\_\_\_ - Signing an Auction Sale Agreement with Booker Auction Company page 23
  
- c) Department update and miscellaneous page 24

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

**IN THE MATTER OF A VENDOR'S  
BID AWARD FOR CONCRETE  
MASONRY UNITS (CMU) BLOCKS  
FOR WALTER BRIDGE**



**RESOLUTION NO.**

**WHEREAS**, Vendor bids were received on Wednesday, April 30, 2014 at the time of 11:00 a.m. for Concrete Masonry Units (CMU) Blocks for Walter Bridge, the following bid was received by Walla Walla County:

- |   |            |
|---|------------|
| 1) White Block Company, Inc.<br>Spokane, WA | \$9,032.00 |
|---|------------|

**WHEREAS**, White Block Company, Inc. submitted the lowest responsive, responsible bid, now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the bid award for purchase of said CMU Blocks is awarded to White Block Company, Inc. for \$9,032.00.

*Passed this 12<sup>th</sup> day of May, 2014 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

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

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

IN THE MATTER OF SIGNING AN  
AUCTION SALE AGREEMENT  
WITH BOOKER AUCTION  
COMPANY

}

RESOLUTION NO.

**WHEREAS**, certain county equipment and miscellaneous used parts have been declared surplus and it is proposed to dispose of said items by way of a public consignment auction; and

**WHEREAS**, Walla Walla County wishes to enter into an Auction Sale Agreement with Booker Auction Company to conduct the auction; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that pursuant to RCW 36.34, Booker Auction Company shall conduct the sale of said surplus County property at an auction open to the public, Thursday, June 26<sup>th</sup>, 2014 in Eltopia, Washington.

**BE IT FURTHER RESOLVED** that, in accordance with RCW 36.34, the County Public Works Department, as the County Treasurer's designee, shall be instructed to prepare and post a "Notice of Sale" for said property.

Passed this 12<sup>th</sup> day of May, 2014 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

\_\_\_\_\_  
Perry L. Dozier, Commissioner, District 2

\_\_\_\_\_  
Gregory A. Tompkins, 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**



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To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 8 May 2014

Re: Director's Report for the Week of 5 May 2014

**Board Action: 12 May 2014**

**Resolutions:**

In the Matter of a Vendor's Bid Award for Concrete Masonry Units (CMU) Blocks for Walter Bridge  
In the Matter of Signing a Personal Property Auction Sale Agreement with Booker Auction Company

**ENGINEERING:**

- Mill Creek Forest Highways Project: Working environmental issues.
- Taumarson Road: Started ROW acquisition.
- Petty Bone Bridge: Sent out offer packets.
- Walter Bridge: Working on bids/quotes for other components.
- Bussell Road: Finishing up survey requirements.

**MAINTENANCE:**

- Conducted quarterly Labor-Management meeting.
- Working on 2015 budget.
- Crews conducting routine maintenance.

**ADMINISTRATION:**

- Conducted monthly Foremen's meeting.
- Attended MPO Policy Board meeting.

**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))

No written update



10:45

**PERSONNEL/RISK MANAGER**

Lucy Schwallie

No written update

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