

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, NOVEMBER 7, 2016

9:30

COUNTY COMMISSIONERS

Chairman Johnson

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees and presentations
(this is scheduled for the first meeting of each month)

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

- f) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- g) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' proceedings for October 31 and November 1, 2016 and special meetings of October 31, November 1 and November 2, 2016
 - 2) Resolution _____ - Memorandum of Understanding Between the County of Walla Walla in Washington and the USDA, Forest Service Wallowa-Whitman, Malheur and Umatilla National Forests
 - 3) Resolution _____ - Setting a hearing date to consider adoption of the 2017 Walla Walla County property tax levies and 2017 Budget
 - 4) Resolution _____ - Interfund loan from the County Investment Pool to the Walla Walla County Current Expense Building Fund

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A
MEMORANDUM OF
UNDERSTANDING BETWEEN THE
COUNTY OF WALLA WALLA IN
WASHINGTON AND THE U.S.D.A.,
FOREST SERVICE WALLOWA-
WHITMAN, MALHEUR AND
UMATILLA NATIONAL FORESTS



RESOLUTION NO.

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

WHEREAS, a Memorandum of Understanding Between the County of Walla Walla in Washington and the USDA, Forest Service, Wallowa-Whitman, Malheur, and Umatilla National Forests, has been offered to Walla Walla County, as one of the Blue Mountain Forest Counties, to extend Cooperating Agency Status to the county as one of the counties identified as part of the Blue Mountains Forest Plan Revision process; and

WHEREAS, the Memorandum of Understanding establishes Walla Walla County as a cooperating agency in the Blue Mountain Forest Planning effort, and describes the respective roles, responsibilities, jurisdictional authority, and expertise of each entity in the planning process and development of the Revised Forest Plans; and

WHEREAS, the County Prosecuting Attorney has reviewed said Memorandum of Understanding; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Memorandum of Understanding Between the County of Walla Walla in Washington and the USDA, Forest Service, Wallowa-Whitman, Malheur, and Umatilla National Forests, for signature by the chairman of the board.

*"Passed this **7th day of November, 2016** 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

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 SETTING A
HEARING DATE TO CONSIDER
ADOPTION OF THE 2017
WALLA WALLA COUNTY
PROPERTY TAX LEVIES AND
2017 COUNTY BUDGET



RESOLUTION NO.

BE IT RESOLVED by this Board of Walla Walla County Commissioners that a public hearing to consider adoption of the 2017 Walla Walla County property tax levies and 2017 Walla Walla County Budget shall be set for Monday, December 5, 2016, at the hour of 9:30 a.m., or as close thereto as possible, in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla.

BE IT FURTHER RESOLVED that copies of said Budget shall be available from the office of the Walla Walla County Auditor or the county website.

"Passed this 7th day of November, 2016 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

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 AN INTERFUND
LOAN FROM THE COUNTY
INVESTMENT POOL TO THE WALLA
WALLA COUNTY CURRENT EXPENSE
BUILDING FUND



RESOLUTION NO.

WHEREAS, the Walla Walla County Corrections (Jail) Department facility is a County property located adjacent to the County courthouse as part of a one-block square of County property, with said facility housing incarcerated inmates, County employees, and at times visitors, and the safety and welfare of all parties is paramount to the County; and

WHEREAS, pursuant to Proposal 2016-01-19 Facilities, Facilities Maintenance Manager Tom Byers recommended, and the Board of County Commissioners approved, an Investment Grade Audit Proposal dated January 15, 2016 for an energy audit of the Walla Walla County Jail (Corrections Department) to be performed by McKinstry; and

WHEREAS, on July 18, 2016, as part of an open, public session of the Board of County Commissioners, a "Walla Walla County Jail: HVAC (heating, ventilation, and air conditioning) & Energy Efficiencies Upgrades" report of that date was reviewed and a workshop was held to discuss funding options for the project needs and recommendations; and

WHEREAS, it was determined to be in the best interest of Walla Walla County to proceed with the project; and

WHEREAS, pursuant to RCW 36.48.070, the county treasurer, the county auditor, and the chair of the county legislative authority, ex officio, constitute the county finance committee, which committee shall approve county investment policy and a debt policy; and

WHEREAS, a County Finance Committee meeting was held on August 22, 2016 to discuss and possibly take action on approval of a loan from the County Investment Pool for the needed upgrades as outlined above, with County Treasurer Gordon Heimbigner, as the statutory chair of the committee, presenting a request for approval of the loan; and

WHEREAS, subsequent to discussion, a motion was approved by said County Finance Committee for an interfund loan for jail improvements in the amount of (approximately) \$1.4 million, with the further information that the loan would be made to the Current Expense Building Fund with the term to be five years pursuant the attached "Loan Amortization Schedule"; now therefore

BE IT HEREBY RESOLVED by this Board of County Commissioners and the Walla Walla County Finance Committee that the above-referenced interfund loan and terms shall be approved as authorized by the finance committee on August 22, 2016.

BE IT FURTHER RESOLVED that the County Auditor be requested to proceed with a budget amendment addressing this loan, if and as applicable.

"Passed this 7th day of November, 2016 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

James L. Duncan, Commissioner, District 3

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

COUNTY COMMISSIONERS (continued)

g) Consent Agenda Items (continued):

- 5) Resolution _____ - Approving a Personal Services Agreement between Robert G. Carpenter and Walla Walla County to provide training
- 6) Resolution _____ - Second Extension of Intergovernmental Agreement for Cooperative Shoreline Master Programs Updates
- 7) Resolution _____ - 2016 County Comprehensive Plan and Development Regulations Amendments Final Docket, and setting a date of public hearing to consider three of the requests
- 8) Execute WA State Department of Enterprise Services Authorization No. 2013-042 C (3) Amendment No. 2 and 2013-042 A (1) Amendment No. 2, Detailed Grade Energy Audit and Energy Services Proposals
- 9) Payroll action and other forms requiring Board approval

h) Action Agenda Item:

- 1) Presentation of Summary Report of November, 2016 by Department of Community Health, and review of information provided to date re: homeless and affordable housing funding options, possibly followed by decision on future actions
- i) Miscellaneous business to come before the Board
- j) Review reports and correspondence; hear committee and meeting reports
- k) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING A
PERSONAL SERVICES
AGREEMENT BETWEEN ROBERT
G. CARPENTER AND WALLA
WALLA COUNTY TO PROVIDE
TRAINING



RESOLUTION NO.

WHEREAS, Walla Walla County has offered a Personal Services Agreement to Robert G. Carpenter to provide Defensive Tactics Level 1 and Level 2 certification training to the Walla Walla County Sheriff's Office personnel; and

WHEREAS, the Walla Walla County Sheriff has reviewed said Agreement and recommends its approval, and the County Prosecuting Attorney's Office has reviewed said Agreement; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign a Personal Services Agreement with Robert G. Carpenter.

Passed this 7th day of **November, 2016** 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

James L. Duncan, Commissioner, District 3

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

PERSONAL SERVICES AGREEMENT

Robert G. Carpenter, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 9), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall include professional services related to presenting the Defensive Tactics Level 1 and Level 2 certification training on November 8th and 29th, 2016
The financial consideration for this agreement is \$3,610.00 which includes travel, lodging, meals and all other unknown associated costs.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of November, 2016.

C O N T R A C T O R:

WALLA WALLA COUNTY:
Board of County Commissioners
By

Firm Name:

Robert G. Carpenter
17404 Meridian E., Ste F, PMB 157
Puyallup, WA 98375

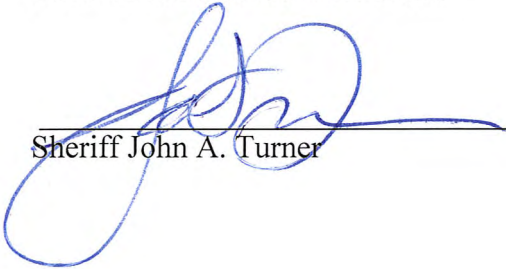
Chairman James K. Johnson

Taxpayer ID: *On file with Auditor's office*

Commissioner Perry L. Dozier

Signature

Commissioner James L. Duncan



Sheriff John A. Turner

Approved as to Form Only:



Deputy Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:
The contractor agrees to provide to the County services and any materials set forth in the project during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement requires payments by County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service.
3. Assignment and Subcontracting:
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.
4. Wage Standards:
Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.
5. Independent Contractor:
Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.
6. No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
7. Taxes:
The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than

income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- a. General
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents 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. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.
 - b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:
Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
28. Personal Property Furnished by the County:
When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.
29. Conversions:
Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.
30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:
By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.
31. **MEDICAL TREATMENT:** Contractor does hereby release and forever discharges the County from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Contract with the County. Contractor authorizes the County to act, in its/their best judgment, on Contractor's behalf in case of an emergency.
32. **ASSUMPTION OF THE RISK:** The Contractor understands that the Training may include activities that may be hazardous to the Contractor, including, without limitation, injuries which may occur as a result of (a) use of equipment or facilities which may malfunction or break, (b) the County's improper maintenance of any equipment or facilities, (c) the County's negligent instruction or supervision, (d) slipping and falling on the premises, (e) injury occurring during training scenarios.
- Contractor hereby expressly and specifically assumes the risk of injury or harm in the Training and releases the County from all liability for injury, illness, death, or property damage resulting from the Training.
33. **INSURANCE:** The Contractor understands that the County does not carry or maintain health, medical, disability or Workers Compensation insurance coverage for the Contractor. The Contractor shall submit proof of his insurance for martial arts and self-defense training to the Sheriff's Office prior to training date.

35. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

36. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.



John A. Turner
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

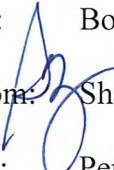
Sheriff's Office	(509) 524 - 5400
Fax	(509) 524 - 5480
Dispatch	(509) 527 - 3265
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email:	sheriff@co.walla-walla.wa.us

<i>Matt H. Brown,</i>	<i>Chief Criminal Deputy</i>
<i>Shanda J. Zessin,</i>	<i>Chief Civil Deputy</i>

Memorandum

Date: October 31, 2016

To: Board of County Commissioners

From:  Shanda Zessin, Chief Civil Deputy

RE: Personal Service contract with Glen Carpenter

Pierce County Sheriff's Office Sgt. Glen Carpenter is a proven defensive tactics instructor who effectively transfers his knowledge and abilities to students. We have contracted for his services in the past. Sgt. Carpenter holds numerous certifications and has many years of law enforcement tactical training. These training days, November 8th and November 29th, have been specifically designed to for our WWSO Deputies to enhance their skills as defensive tactics is a required training component.

Recommendation:

The Walla Walla County Board of County Commissioners approve the personal service contract with Sgt. Glen Carpenter for these upcoming WWSO training days.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A SECOND
EXTENSION OF
INTERGOVERNMENTAL AGREE-
MENT FOR COOPERATIVE
SHORELINE MASTER PROGRAMS
UPDATE



RESOLUTION NO.

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

WHEREAS, pursuant to RCW 90.58, Walla Walla County and the certain cities therein of
Waitsburg, Prescott, and Walla Walla, having designated shorelines, are required to have a shoreline
master program; and

WHEREAS, pursuant to Walla Walla County Resolution 13 114, parties Walla Walla County and
the cities of Waitsburg, Prescott, and Walla Walla entered into an Intergovernmental Agreement for
Cooperative Shoreline Master Programs Updates; and pursuant to Walla Walla County Resolution 15 283,
an Extension of Intergovernmental Agreement for Cooperative Shoreline Master Programs Updates was
approved; and

WHEREAS, the Project Management Team, with members representing each party to the
Intergovernmental Agreement, determined at their meeting on October 4, 2016 that there is a need to
approve a second extension to the intergovernmental agreement through June 30, 2017 to complete the
project; and

WHEREAS, the authorized representatives of the parties to the agreement have executed a
Second Extension of Intergovernmental Agreement for Cooperative Shoreline Master Programs Updates;
now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do
hereby approve said Second Extension of Intergovernmental Agreement for Cooperative Shoreline Master
Programs Updates, for signature by the chairman of the board.

*“Passed this 7th day of November, 2016 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

James L. Duncan, Commissioner, District 3

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

SECOND EXTENSION OF INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
SHORELINE MASTER PROGRAMS UPDATES

This Second Extension of the Intergovernmental Agreement for Cooperative Shoreline Master Program Updates is entered into by Walla Walla County, the City of Waitsburg, the City of Prescott, and the City of Walla Walla, Washington (the Parties).

Whereas, on April 22nd, 2013, April 29th, 2013, May 15th 2013, and May 29th, 2013, the Parties separately executed an Intergovernmental Agreement for Cooperative Shoreline Master Programs and Updates (the Agreement); and

Whereas, Clause 3.1 of the Agreement provides that the Agreement expires on December 1, 2015, with a provision for a one-year extension; and

Whereas, on November 3rd, 2015, November 4th, 2015, November 6th, 2015 and November 9th 2015, the Parties separately executed an Extension of the Agreement for one year, until December 1, 2016, pursuant to Clause 3.1 of the Agreement; and

Whereas, the Parties' Shoreline Master Programs are currently being reviewed by the Washington State Department of Ecology; and

Whereas, the Parties' representatives on the Shoreline Project Management Team determined that the Agreement should be extended until June 30, 2017, should additional work be necessary during or after the Department of Ecology's review.

Now therefore, the Parties agree as follows:

1. The term of the Agreement shall be extended until June 30, 2017.
2. This extension may be executed in separate counterparts, with the effective date considered as November 15, 2016.

SHORELINE PROGRAM

UPDATE AGREEMENT EXTENSION: - 1 -

Dated this ___ day of _____, 2016.

COUNTY OF WALLA WALLA

CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE 2016
COUNTY COMPREHENSIVE PLAN
AND DEVELOPMENT REGULATIONS
AMENDMENTS FINAL DOCKET, AND
SETTING A DATE OF PUBLIC
HEARING TO CONSIDER THREE OF
THE REQUESTS



RESOLUTION NO.

WHEREAS, RCW 36.70A.470 requires that the County include a procedure for any interested person to suggest amendments to the comprehensive plan or development regulations, and that the amendments must be docketed and considered on at least an annual basis; and

WHEREAS, pursuant to Walla Walla County Resolution 16-246, the 2016 County Comprehensive Plan and Development Regulations docket was established; and

WHEREAS, Walla Walla County Planning Commission Resolution 16-05, adopted after public hearings held on November 2, 2016, recommended that three applications be approved or approved with modifications, and the Board of County Commissioners must hold a public hearing to consider the requests pursuant to WWCC 14.10.070C(2) and 14.15.070C(2); now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to Walla Walla County Code, a public hearing shall be set for 10:00 a.m. on Monday, November 21, 2016 in County Commissioners' Chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, to receive testimony and consider the below-listed applications:

Development Regulations Amendments:

ZCA16-002 – zoning code amendment request by Tim Rockey
REZ16-001 – rezone request by Walla Walla County

Comprehensive Plan Amendment:

CPA16-002 – land use map amendment request by Walla Walla County

BE IT FURTHER RESOLVED required notice of said hearing shall be done by the Walla Walla County Community Development Department.

BE IT FURTHER RESOLVED that public hearings on the request identified as ZCA16-004 – Susan Buchanan shall be held at a later date.

Passed this 7th day of **November, 2016** 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


James L. Duncan, Commissioner, District 3

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

Walla Walla County Affordable Housing Funding Options *Summary Report November 2016*

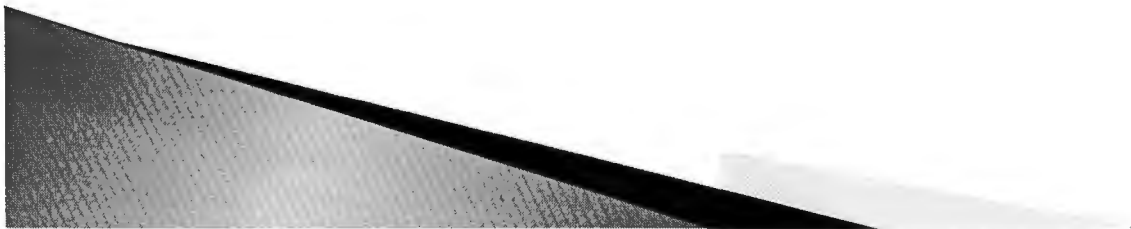
Meghan DeBolt, Director Community Health
Deborah Dumont, Human Services and Contracts Manager

Alternatives:

1. Do nothing
 2. **0.1% Sales Tax** as provided by ESHB 2263 of the 2015–16 Washington Legislature.
 3. **Regular Housing Levy** for low income affordable Housing as provided in RCW 84.55. County levy lid permits \$0.35/\$1,000 assessed value
 4. **Emergency Housing Levy** for very low income affordable housing as provided in RCW 84.52.105 at up to \$0.50/\$1,000 assessed value. Declare a state of emergency regarding affordable housing.
- 

Risks:

- ▶ **Alternative 1.–Do Nothing**
 - Continues the precipitous decline in the availability of affordable low income housing in Walla Walla County
- ▶ **Alternative 2.–0.1% Sales Tax**
 - Requires a vote of the electorate.
 - Brings sales tax up to 9%, creating a psychological barrier to passage.
 - Less potential income than Alternatives 3 and 4.



Risks:

- ▶ **Alternative 3.– Regular Levy \$0.35/\$1,000**
 - Requires a vote of the electorate.
 - Seven (7) year levy.
 - Counts against the property tax levy lid, reducing available funds for other uses.
 - Specific use requirements.

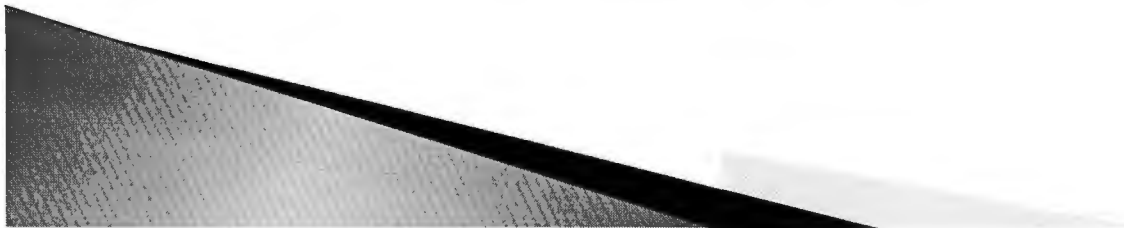
- ▶ **Alternative 4. – Emergency Levy \$0.50/\$1,000**
 - Requires a vote of the electorate
 - Ten (10) year levy.
 - Requires the declaration of a Housing Emergency.
 - Requires development of an affordable housing financing plan prior to Levy.
 - Fewer individuals eligible for financing.
 - Specific use requirements.



Benefits:

- ▶ Alternative 1. No action

- ▶ Alternative 2. 0.1% Sales Tax
 - Provides bondable funds, approximately \$7,000,000 over a 7-year period, to develop low to moderate-income housing and support services.
 - Very flexible, 60% to be used for construction. Use determined locally for housing, mental health, and behavioral health facilities or services.



Benefits:

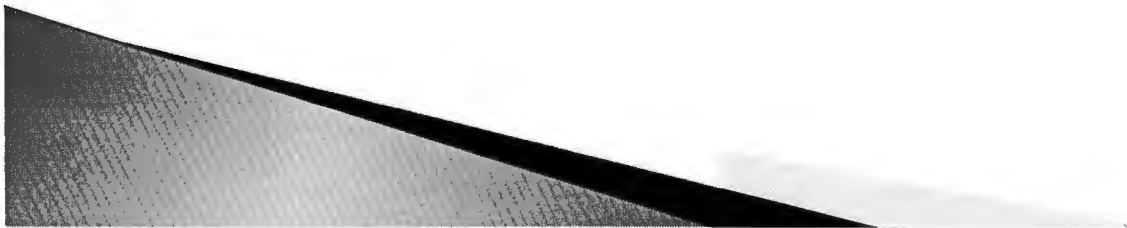
- ▶ Alternative 3. Regular Levy
 - Potentially greater income than Alternative 2.
 - Levy Lid allows up to \$0.35/\$1,000 assessed value or potentially
 - \$2,030,000 annually or \$14.2 million total over 7 years
 - Financing for construction, operations and maintenance of housing for individuals with income up to 80% of area median income



Benefits:


▶ Alternative 4. Emergency Levy

- Potentially greater income than Alternative 2 or 3.
- Focused and well planned.
- Allows up to \$0.50/\$1,000 assessed value or potentially \$2.9 million annually or \$20,300,00 over 7 years
- Financing for construction, operations and maintenance of housing for individuals below 50% of area median income.
- Does not apply to property tax levy lid.



Recommendations:

Walla Walla Board of County Commissioners

- ▶ Declare a housing emergency.
 - ▶ Direct the Walla Walla County Department of Community Health, in conjunction with community partners, to develop an Affordable Housing Financing Plan (AHFP).
 - ▶ Place for a vote of the electorate an Emergency Housing Levy of \$0.50 per \$1,000 of assessed property value.
- 

Emergency Declaration

- ▶ Homelessness is a local crisis, and local responses are essential
 - Raise public awareness and the will to change
 - Increase creativity of new revenue streams and innovative opportunities to create more housing
 - Reinforce need for state and federal resources
 - Enable implementation of Emergency Housing Levy
 - King County and City of Seattle examples



Affordable Housing Finance Plan

- Washington State Jurisdictions – available templates
 - City of Seattle – 1981–present
 - City of Bellingham – 2012–present
 - City of Vancouver DRAFT
(November 2016 Levy Election)
- Walla Walla County –Housing Finance Plan Committee:
 - City/County Community Development Departments
 - Housing Providers
 - Banking representatives
 - County Auditor
 - Community Health
 - Realtor

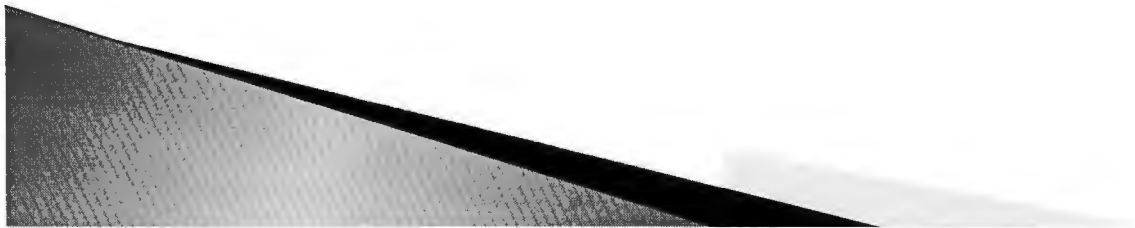


Proposed Affordable Housing Finance Plan		1/10th % Sales Tax	\$0.50/\$1,000 Emergency Property Tax Levy	\$0.35/\$1,000 Regular Property Tax Levy
Revenue				
Annual 2018		\$1,000,000	\$2,900,000	\$2,030,000
Projected 2018 -2025 (7 years)		\$7,000,000	\$20,300,000	\$14,210,000
Annual Expenditures				
Production & Preservation of Homes	50%	\$500,000	\$1,450,000	\$1,015,000
Home Production/Preservation				
Landlord Mitigation	20%	\$200,000	\$580,000	\$406,000
Acquisition & Opportunity Loans	25%	\$250,000	\$725,000	\$507,500
Administration	5%	\$50,000	\$145,000	\$101,500
Salaries and Benefits/Misc.				
Total Expenditures		\$1,000,000	\$2,900,000	\$2,030,000
Ending Reserves		\$0	\$0	\$0
Potential Units (Bellingham rate \$28,500/unit)		35	101	70

Affordable Housing Finance Plan

Components of a Plan

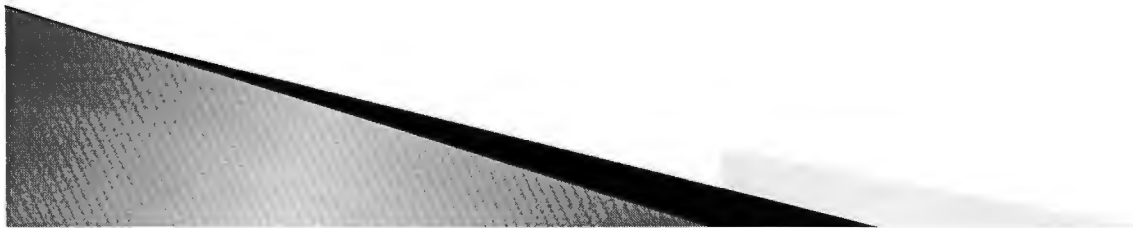
- Program Objectives
- Affordability Requirements
- Eligible/Ineligible Costs
- Financing Opportunities/Loan Conditions
- Program Requirements
- Procurement Process
- Oversight/Accountability/Performance Monitoring



Affordable Housing Finance Plan

Eligible Funding

- ▶ **Production & Preservation of Homes – 50%**
 - New construction of affordable housing
 - Preservation & Improvements to existing buildings
 - Increase inventory of affordable housing
 - ❖ Capital improvements to extend useful life and terms
 - ❖ Loans for strategic purchase of rental housing
 - ❖ Loans/grants for land purchase for future housing
 - ❖ Loans for critical repairs to rental properties
 - ❖ Critical leverage to State/Federal loan programs



Affordable Housing Finance Plan

Eligible Funding

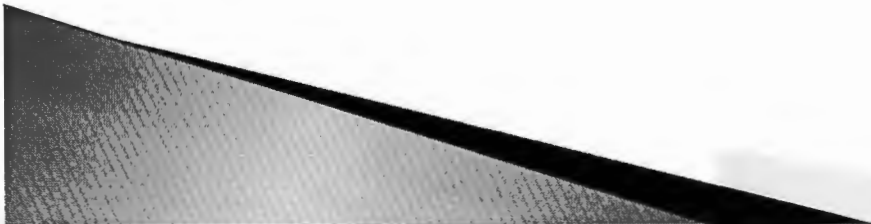
- ▶ **Landlord Mitigation – 20%**
 - Source of Income Discrimination Ordinance
 - Period of Affordability Definition
 - Loans for critical rental repairs
 - Incentive Security Deposits for high barrier tenants



Affordable Housing Finance Plan

Eligible Funding

- ▶ **Acquisition & Opportunity Loans – 25%**
 - Short-term acquisition loans for cost-effective purchases of buildings or land
 - Rental or homeownership development
 - Period of Affordability requirements



Affordable Housing Finance Plan

Eligible Funding

- ▶ **Implementation/Administration – 5%**
 - Procurement
 - Program Management
 - Accountability and Program outcome Monitoring
 - Financial Management
 - Annual Reporting



Considerations

▶ 0.01 % Sales Tax

- \$7.0 Million
- 7 years
- Median Cost – variable
- \$10 purchase = \$0.01 tax

▶ Emergency Property Tax Levy

- \$20.3 Million
 - 7 years
 - Median Cost to Homeowners:
 - \$150/year or \$12.50/month
- (based upon assessed value of \$300,000)
- One 12 ounce latte/week



9:45

DEPARTMENT OF COMMUNITY HEALTH

Meghan DeBolt

- a) Department update and miscellaneous

10:00

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

- a)** Voluntary Stewardship Program (VSP)
update provided by Renee Hadley,
Walla Walla County Conservation District

- b)** Department update and miscellaneous

10:15

WSU EXTENSION OFFICE

Debbie Williams

- a) Extension office update and miscellaneous

Walla Walla County Extension November 7, 2016

10:15 a.m.

Update WSU

Leadership changes – WSU President Kirk Schulz

Update Walla Walla County Extension

Staff

4-H Program

Food \$ense Program

Agriculture Program

Master Gardeners

County Budget 2016

County Budget 2017

Hort Board Update

Schedule:

November 16-19 – WSAC/Extension Conference, Spokane

December 9 – 4-H Program meeting, Spokane

January 30 – February 2 – WSU Unit meetings, Seatac

February 7-10 – JCEP Leadership Conference, Orlando

March 20-24 – Vacation, AZ

July 10-20 – Vacation, Seattle

WSU Extension Office – Walla Walla County November 2016 Update

WSU Extension Updates

New WSU President – Kirk Schulz

Drive to 25 - Washington State University will be recognized as one of the nation's top 25 public research universities, preeminent in research and discovery, teaching, and engagement by 2030.

Office Assistant – Laura Chatelain is on maternity leave until after January 1. Office Support position is open.

Extension Educator –Regional Dryland Cropping Systems faculty position -- the position is a priority for WSU to fill but will take months to reorganize and open the position.

Walla Walla County Extension Updates

Youth –

4-H Achievement Night will be held Sunday, November 13 at 5 p.m. at the Fairgrounds Community Center. The night will include a potluck, an auction, and awards. We recognized youth for their educational accomplishments and recognized 4-H Leader Volunteers for their positive role models for our youth and our community support. Traditional program still going strong by bringing on more leaders. We still need leaders for projects such as clothing, cooking, horses, swine, and shooting sports.

STEM (Science, Technology, Engineering, and Math) education at Blue Ridge in partnership with the 21st Century Program at WWPS. Thirteen classes are being held this fall and 10 classes in January through April.

Teen Leadership: Walla Walla County 4-H teens participate in monthly events as they work up to holding Teen Rally in Walla Walla County in 2017.

Food \$ense – The changes in the State Food \$ense Program has run pretty smoothly. Even though how the grant is administrated has changed we have kept the impact on our community partners to a minimum.

Our preliminary figure for the Food \$ense money coming from USDA for 2015-2016 will be about \$155,028 and includes Asotin, Columbia, Benton and Franklin Counties.

Walla Walla County Extension Food \$ense program been serving our community utilizing County support, Federal dollars, and in-kind match since the start up in 2004.

We have reached more than 30,000 youth and their families.

Meike Johnson, Food \$ense Coordinator and her staff are gearing up to partner with schools, food banks, and other entities serving low-income clientele for another year (fiscal year October – September).

Agriculture Programs

Paul Carter and I will hold a pesticide credit program at Columbia REA meeting room on December 6 with 4-6 credits for up to 60 participants. On January 17th the Cereal Seminar will be held at airport. Cereal breeders, extension agronomists, plant

pathologists, and other scientists presented information at these events. These programs have been heavily attended.

Master Gardeners/Master Food Preservers

Master Gardeners have completed their year at the Farmers Market and Office Clinics. Master Gardeners have put more than 500 volunteer hours this year (and each year since 2004). This year has been especially busy with early hot weather issues.

New Master Food Preserver

Extension Coordinator Becky Green have taken training to provide information to the community.

2017 County Budget

Memoranda of Agreement for 2017

The annual agreement with WSU was forwarded to WSU for signatures and affects the Professional Services part of the County budget. WSU provides all Extension services including specialists from around the state plus the local staff. MOA for 2017 - \$83,639 (\$83,123 in 2016). Changes are County Director (Williams) \$22,877 to \$24,547, Extension Educator (Thompson) \$21,136 to \$21,652, and 4-H Coordinator (Owens) \$37,440 to \$37,440. WSU covers annual benefits and the remaining salary for these positions.

2016 County Budget

On track with 2016 Budget for this year. There will be money remaining in Professional Services (Wayne Thompson) and salary and benefits due to the change in employees after the 2016 budget was drafted.

Hort Board – Apple Maggot

Marmorated Stinkbug situation. Entomologists from WSU, WSDA, and USDA-ARS searched Walla Walla County for Brown Marmorated Stinkbugs to explore where the insects reproduce and what they feed on. I am working with this taskforce to help with the situation.

Apple Maggot situation. The Hort Board will continue to reimburse \$150/tree removed in specific areas.

Fairgrounds Manager Position

I am still interested in working with the County on the job description and hiring committee if my assistance is needed.

**** 4-H Achievement Night Invitation to Commissioners**

Sunday, November 13 at 5 p.m. at the Fairgrounds Community Center

Schedule:

November 16-19 – WSAC/Extension Conference, Spokane

December 9 – 4-H Program meeting, Spokane

January 30 – February 2 – WSU Unit meetings, Seatac

February 7-10 – JCEP Leadership Conference, Orlando

March 20-24 – Vacation, AZ

July 10-20 – Vacation, Seattle

10:30

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Consent Agenda items:

1) Resolution _____ - Setting a public use and necessity hearing on properties required for the Mill Creek Road Project CRP 10-4 and Scenic Loop Road Project CRP 16-09

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
PUBLIC USE AND NECESSITY
HEARING ON PROPERTIES
REQUIRED FOR THE MILL
CREEK ROAD PROJECT CRP
10-04 AND SCENIC LOOP ROAD
PROJECT CRP 16-09



RESOLUTION NO.

WHEREAS, Federal and local funds have been authorized for the Mill Creek Road Project CRP 10-04 and Scenic Loop Road Project CRP 16-09; and

WHEREAS, RCW 8.08.010 authorizes and empowers the County to condemn land and property required for public use and necessity; and

WHEREAS, the Board of County Commissioners must make a determination, by means of a public hearing, as to whether the taking of properties required for the Mill Creek Road Project CRP 10-04 and Scenic Loop Road Project CRP 16-09, listed in Attachment A, which is by this reference made a part hereof, are for public use and necessity; now therefore;

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said hearing be set for 10:30 a.m., Monday, November 28th, 2016 in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington

*Passed this 7th day of **November, 2016** 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

James L. Duncan, Commissioner, District 3

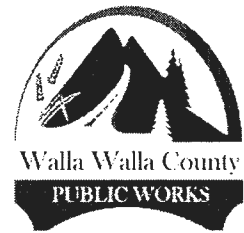
*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

Attachment A

Walla Walla County is considering the acquisition of portions of the following properties required for the construction of the Mill Creek Road Project, CRP 10-04 and Scenic Loop Road Project, CRP 16-09:

<u>Owner</u>	<u>Assessor Parcel</u>
Douglas and Theresa Doyle	37-06-02-12-0004
Norma J. Zier/ Orville E. & Elain Joy Simons	37-06-34-14-0004
David and Teresa Larson	37-06-02-14-0010
Robert C. Freidman	37-06-02-41-0006
John A. Hunter	37-06-02-41-0007
Margaret C. Hebdon	37-06-02-41-0008

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 3 November 2016

Re: Director's Report for the Week of 31 October 2016

Board Action: 7 November 2016

Resolutions:

In the Matter of Setting a Public Use and Necessity Hearing on Properties Required for the Mill Creek Road Project CRP 10-04 and Scenic Loop Road Project CRP 16-09

ENGINEERING:

- Mill Creek FH: ROW acquisition continues.
- Mill Creek Road MP 1.1 to MP 3.96: ROW plans and project funding estimate (PFE) approved. Acquisition will begin as time allows.
- Blue Creek Bridge: PFE to WSDOT for review.

DEVELOPMENT:

- Processed over 69 new address applications this year.

MAINTENANCE:

- Crews began cleanup and repair on 9-Mile Canyon Road and adjacent roads due to heavy rain last weekend.
- Preparing to relocate fuel station from Touchet Shop to Garage.
- North crews working on Burbank storm water project.

ADMINISTRATION:

- Conducted monthly Foreman's meeting.
- Joel Brown, new Truck Driver, starts 7 November.
- Interviews conducted for mechanic position.

10:45

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))

11:00

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) Proposal 2016 11-07 HR/RM
Approval of revised Walla Walla County Travel Policy
 - 2) Approval form for new position -
Temporary Administrative Assistant
for the Emergency Management
Department
- d) 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))



MEMO

Date: 11/07/16

Proposal ID#: 2016 11-07 HR/RM

To: BOCC

From: Shelly Peters, HR/ Risk Management

Action Item: Approval of New Travel Policy

Summary

HR was tasked with updating the current travel policy. A committee was formed to help with the process.

Background

In July, 2016 a travel committee was formed to review the current travel policy and make needed updates. The committee met weekly until a final draft was completed. The draft was sent out to all Elected Officials, Dept. Heads and the four unions for their review and comments/questions. After the comments/questions were received the committee met to address each one. A few changes were made to the draft policy and it is now ready for Board approval.

The final draft of the travel policy is attached.

Cost

\$0.00

Funding: N/A

Conclusion/Recommendation: It is recommended that the Board of County Commissioners approve the new travel policy with an effective date of January 1, 2017.

Submitted By:

Disposition

Name

Department

____ Accepted

Shelly Peters

HR/Risk Mgmt.

____ Not Accepted

BOCC Chairman: _____

Date: _____

WALLA WALLA COUNTY
PERSONNEL POLICIES AND OPERATIONS MANUAL

SUBJECT: Travel Policy

PURPOSE:

To establish policies and procedures for the authorization and reimbursement of official travel expenses incurred by employees. All authorized travelers are required to adhere to this policy.

POLICY:

It is the policy of Walla Walla County to provide compensation for business related expenses. Employees are reimbursed for authorized travel expenses incurred on official business. Out-of-county travel must be authorized by the Elected Official/Department Head. All out-of-state travel must be approved by the Board of County Commissioners (BOCC) unless as otherwise defined within this policy.

PROCEDURE:

- A. Authorized persons for travel and reimbursements:
1. County employees and elected officials.
 2. Volunteers, if authorized by appropriate Elected Official/Department Head.
 3. Appointed members of special county boards and commissions, must be authorized by BOCC.
- B. Reimbursements/Credit Card Use for Payment of Travel Expenses:

Approval and **itemized receipts** are required when reimbursement and/or credit card payments are used for the following:

1. Registration, course fees.
2. Lodging.
3. All approved meals. Continental breakfasts (pastries/bread/muffins, beverages and fruit) do not meet the criteria for a breakfast meal.
Receipts not required for meal per diem.
4. Transportation costs.
5. Sundry expenses approved by the Elected Official/Department Head.

Telephone calls related to performance of the job may be reimbursed. This will include calls to the employee's place of work or office. Calls to family, friends, or others are only reimbursable if related to emergency situations. Employees are also advised to

avoid telephone calls from hotels or other locations at which surcharges are added.

Travelers must submit a properly completed Travel Expense Voucher Form (40.05.01) along with all supporting travel documentation and receipts for any regular county business travel within fifteen (15) days of travel completion.

C. Non-reimbursable expenses include but are not limited to:

1. Alcohol.
2. Entertainment, i.e. movies, radio, etc.
3. Laundry services.
4. Personal items.
5. Valet services.
6. Non-meal tips.

**When travel expense reimbursement is designated by or through another federal, state, or county agency by law or grant, the employee shall submit all appropriate supporting documentation for that reimbursement directly to the entity and shall not be reimbursed by the county.*

D. Transportation:

Mileage reimbursement is based on the most current published State of Washington travel per diem rates (Form Appendix 40.05.01) or as may be adopted by the Board of County Commissioners for use of personal vehicles.

The Equipment Rental and Revolving Fund (ER&R) has a fleet of vehicles available for county travel. Full mileage reimbursement for privately owned vehicles (POV) is allowed ONLY if a county vehicle is not available. If a county vehicle is not available (back up documentation required) an employee must receive authorization to drive his/her personal vehicle. If a county provided vehicle is available and the employee chooses to drive their POV, one-half of the normal mileage allowance shall be reimbursed.

A county vehicle may be picked up the afternoon before (Monday – Friday) if the authorized travel starts before 7am the next workday. If the authorized travel starts before 7am on Monday the vehicle may be picked up on Friday. If the authorized travel extends past 7pm the employee may take the county vehicle home for the evening and return the following workday morning. If the authorized travel extends past 7pm on Friday the employee may take the county vehicle home for the weekend and return it the following workday. County vehicle use is prohibited from personal use, except for de minimis use. When using a county vehicle an employee is allowed to leave their POV on county property while they are in authorized travel status.

The Elected Official/Department Head must authorize use of a privately owned vehicle for county business. Use of county vehicles and/or the employee's vehicle for county business must be in compliance with the Walla Walla County Safety and Loss Control Manual, Personnel Policies and Operations Manual Policy No. 50.06.0, Motor Vehicle

Usage of County and Privately Owned Vehicles and the Fleet Management Policy.

Mileage reimbursement shall be based upon travel from, or return to, an employee's official work station or established place of residence whichever is closer to the traveled to location.

Carpooling is required whenever possible. If two (2) or more employees are traveling to the same location of official business during the same time period, mileage reimbursement will only be allowed for one vehicle. An exception to this is when an employee has another county meeting or county obligation requirement(s) not consistent with both employees' travel times. For purpose of efficiency, they may travel separately when authorized by the Elected Official or Department Head in advance.

Airline reservations should be made early to obtain the best rate available. Receipts and/or boarding passes must be presented as receipts for payment of charges. Rental cars are authorized only when shuttle services, mass transit, or taxis are not available or when a car rental would result in a lower cost. Receipts are required for payment of reservations and charges for rental cars, including fuel purchased.

E. Meals:

Meal reimbursement shall be based on the most current published Washington State travel per diem rates.

1. Out-of-County Travel Meals:

The amount of per diem authorized is determined on a per meal basis dependent on the departure time from Walla Walla, and the arrival time on return to Walla Walla. A departure time of one and one-half hours prior to an employee's regular start time qualifies an employee for breakfast; departure one (1) hour prior to regular lunch period time qualifies an employee for lunch; and return at least one (1) hour after the regular work hours qualifies an employee for dinner. The meal reimbursement rate for the last day of travel would continue to be the rate for the location where the traveler last stopped to sleep and they then meet the required return of at least one (1) hour after the regular work hours for the employee. Traveler may not stop nor delay for a meal just to meet the time rule.

- a. Snacks served on airlines and continental breakfasts, as defined, will not reduce the per diem.
- b. Per diem amounts will be reduced by any of the allowed amount for meals provided through conference registration, seminars, motel/hotel registration, etc. Per diem amounts include tips and exclude purchase of any alcoholic beverages.

**Per diem meal reimbursement or credit card payments for meals shall be made based*

on the most current published Washington State travel per diem rates. Out-of-State per diem rates shall be based on the most current published rates on website <http://www.gsa.gov/travel.htm> or other available governmental reference.

2. In-County meals may be reimbursed when a county employee is a scheduled speaker, presenter or attendee representing the county at a conference or meeting and is required to pay for a meal.
3. Non-Travel Food and Beverages:

Authorization for the use of county funds for the purpose of providing meals and/or beverages for county staff retreats, county-sponsored training, county required training, or position interview panels that last more than four (4) hours in a single day, and for either single or multiple days, must be authorized by the BOCC in advance. Additionally, any BOCC authorized community executive leadership summit or an extraordinary unanticipated event is a justifiable expense. Use Non-Travel Food & Beverage Request Form 40.05.04.

F. Lodging:

The actual cost of lodging at the government, conference or most cost-effective rate (reasonable and prudent) will be reimbursed with receipt required. The location must be more than fifty (50) miles from the regular work site and employee must be in travel status twelve (12) hours or more. Map Quest shall be used when computing the travel time.

1. Exceptions:
 - a. Lodging expenses for the night before and/or night after approved travel status shall be reimbursed in certain situations. Permitted meal expenses subject to section E above shall also be reimbursed. Prior approval from the Elected Official/Department Head with written documentation is required for the following exceptions:
 1. When the overnight stay is more economical to the county.
 2. To avoid having the traveler drive back and forth for back-to-back, late night and/or early morning official county business.
 3. The health and safety of travelers is considered advantageous to the county and can be used to justify an overnight stay.
 4. Compliance with the Americans with Disabilities Act (ADA) is considered advantageous to the county and can be used to justify an overnight stay.

G. Out-of-State Travel:

Pursuant to RCW 42.24, approval by the Board of County Commissioners is required for out-of-state travel. A three (3) weeks' prior notice to the Board of County Commissioners is required for processing an out-of-state travel request unless extenuating circumstances are shown and approved. All requests must include a detailed estimate of costs for the trip. (Form Appendix. 40.05.03) Pursuant to Walla Walla County Resolution 98275, out-of-state travel for employees traveling in Oregon for emergent or short-term county related business is allowed without advance approval of the Board of County Commissioners being required.

H. Out-of-County Travel:

Out-of-county travel must be authorized by the Elected Official/Department Head. The Elected Official/Department Head will use the sample Employee Travel Authorization Form or one that contains the same information, as applicable. (Form Appendix 40.05.03)

11:15

COUNTY COMMISSIONERS

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

- A D J O U R N -

Page 4
November 7, 2016

PLEASE NOTE: There will be no Commissioners' session this afternoon. The County Budget Committee, which may have two commissioners present, will hold meetings with elected officials and department heads to review preliminary 2017 office and department budgets. Separate schedules have been prepared for these budget meetings.

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.