

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, APRIL 10, 2017**

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

**9:15 COUNTY COMMISSIONERS**

**Chairman Duncan**

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 April 3 and 4, 2017
- 2) Resolution \_\_\_\_\_ - Approval of a Walla Walla County Wheeled ATV (All Terrain Vehicle) Permit Application Form
- 3) Resolution \_\_\_\_\_ - Executing an Employment Agreement with William L. Ogg to serve as Fairgrounds Manager

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

**IN THE MATTER OF APPROVAL  
OF A WALLA WALLA COUNTY  
WHEELED ATV (ALL TERRAIN  
VEHICLE) PERMIT  
APPLICATION FORM**



**RESOLUTION NO.**

**WHEREAS**, pursuant to Walla Walla County Ordinance 430, later codified as Walla Walla County Code Chapter 10.30 – Wheeled All-Terrain Vehicle Events, provision was made for wheeled all-terrain vehicles (WATVs) to utilize county public roadways only as authorized by means of a special event permit granted by the county commissioners; and

**WHEREAS**, Chapter 10.30 further provides for certain application requirements in order to furnish sufficient information for all reviews required pursuant to Chapter 10.30.020 C., as well as by the Board of County Commissioners, as part of the process to consider approval of a special event permit for wheeled all-terrain vehicle events; and

**WHEREAS**, an application form was developed and has undergone review and is ready for final approval for use as part of the permit process; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they approve the application form, Walla Walla County Wheeled ATV (WATV) Permit Application, and require its use in the process as outlined above.

*Passed this 10th day of April, 2017 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 L. Duncan, Chairman, District 3

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

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

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

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

IN THE MATTER OF  
EXECUTING AN EMPLOYMENT  
AGREEMENT WITH WILLIAM L.  
OGG TO SERVE AS  
FAIRGROUNDS MANAGER



RESOLUTION NO.

**WHEREAS**, Walla Walla County undertook a search process to fill the vacant position of fairgrounds manager; and

**WHEREAS**, Walla Walla County and William L. Ogg now wish to enter into an Employment Agreement to fill the position and Mr. Ogg has executed same; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign said Employment Agreement between Walla Walla County and William L. Ogg.

*"Passed this 10th day of April, 2017 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 L. Duncan, Chairman, District 3

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

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

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**COUNTY COMMISSIONERS (continued)**

**e) Consent Agenda Items (continued):**

- 4) Resolution \_\_\_\_\_ - Data Sharing, Non-Disclosure and Use Agreement Between Washington State Military Department (and) Walla Walla County
- 5) Resolution \_\_\_\_\_ - Approving Amendment A to Contract E17-037 for wireline and wireless Enhanced 911 operations
- 6) County vouchers/warrants/electronic payments as follows: 4184848 through 4185117 totaling \$532,413.68 and 4185118 in the amount of \$425.00
- 7) Payroll action and other forms requiring Board approval

**f) Action Agenda Items:**

- 1) Proposal 2017 04-10 EconDev - Port Approval for the Port of Walla Walla to expend 9/10ths Economic Development funds (Request from City of Waitsburg for Main Street Bridge Replacement Project)

**g)** Discussion/possible decision re naming new precinct for Walla Walla County (reference: April 3, 2017 presentation by Walla Walla County Auditor's Office)

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

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

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

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

IN THE MATTER OF A DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT BETWEEN WASHINGTON STATE MILITARY DEPARTMENT (AND) WALLA WALLA COUNTY



RESOLUTION NO.

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

**WHEREAS**, pursuant to RCW 38.52 Walla Walla County has implemented countywide enhanced 911 emergency communications systems; and

**WHEREAS**, the Washington State Military Department has the duty to coordinate and facilitate the implementation and operation of enhanced 911 emergency communications systems throughout the state, and Walla Walla County and the State Military Department have previously entered into an E911 Operations Contracts for this purpose; and

**WHEREAS**, operation of Walla Walla County's Public Safety Answering Points (PSAPs) for enhanced 911 communications has been delegated by pre-existing interlocal agreement to the City of Walla Walla; and

**WHEREAS**, a Data Sharing, Non-Disclosure and Use Agreement Between Washington State Military Department (and) Walla Walla County has been provided to the County to enable the County and its PSAPs to share security and other confidential and proprietary information with the State Military Department; and

**WHEREAS**, said agreement was submitted to the County Prosecuting Attorney and the City Attorney for the City of Walla Walla for review; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Data Sharing, Non-Disclosure and Use Agreement Between Washington State Military Department (and) Walla Walla County, and that the Chair of the Board shall sign same in the name of the Board.

Passed this 10<sup>th</sup> day of April, 2017 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 L. Duncan, Chairman, District 3

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

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

\_\_\_\_\_  
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of Walla Walla County, Washington*

## DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT

Between

WASHINGTON STATE MILITARY DEPARTMENT (MIL)

WALLA WALLA (COUNTY)

### Background:

Pursuant to RCW 38.52.510, "Each county, singly or in combination with one or more adjacent counties, must implement countywide or multicounty-wide enhanced 911 emergency communications systems so that enhanced 911 is available throughout the state." Pursuant to RCW 38.52.520, the state enhanced 911 coordination office was established within MIL and its duties include "[c]oordinating and facilitating the implementation and operation of enhanced 911 emergency communications systems throughout the state."

Accordingly, MIL has procured Emergency Services IP Network (ESInet)<sup>1</sup> services on behalf of the counties to facilitate next generation enhanced 911 services, which include, but is not limited to, telephone and cellular calls and certain other media sent by customers via the 911 system to the counties' Public Safety Answering Points (PSAP). In order for COUNTY and its PSAPs to connect to the ESInet services: (a) COUNTY and its PSAPs must provide certain security and other confidential and proprietary information of COUNTY and its PSAP's to MIL; (b) MIL must provide such COUNTY and PSAP security and other confidential and proprietary information to VENDOR; (c) VENDOR must provide certain security and other confidential and proprietary information of VENDOR to MIL; and (d) MIL must provide such VENDOR security and other confidential and proprietary information to COUNTY and its PSAPs. The MIL contract with the ESInet services vendor, Comtech/TCS (VENDOR), requires that, MIL and COUNTY maintain the confidentiality of all material marked as confidential by the VENDOR, and provide notice to the VENDOR and opportunity to seek a court order preventing disclosure if disclosure of such VENDOR information is required by law. Similarly, the MIL contract with VENDOR requires that VENDOR maintain the confidentiality of COUNTY and PSAP information marked as confidential by COUNTY or its PSAPs, and provide notice to MIL and opportunity to seek a court order preventing disclosure if disclosure of such COUNTY or PSAP is required by law.

Therefore, this Data Sharing, Non-Disclosure and Use Agreement (AGREEMENT) is entered into, by and between MIL and COUNTY (PARTIES) to enable COUNTY and its PSAPs to share COUNTY and PSAP security and other confidential and proprietary information with MIL, for MIL to provide such security and other confidential and proprietary information to VENDOR and to enable MIL to share VENDOR security and other confidential and proprietary information with COUNTY and its PSAPs.

The Parties acknowledge that operation of Walla Walla County's PSAP has been delegated by pre-existing interlocal agreement to the City of Walla Walla.

### Contact Information:

#### MIL

Contact:  
Title:  
Address:

Telephone:  
Email:

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<sup>1</sup> All definitions relating to the E911 system are contained in WAC 118-66-030.

**COUNTY**

Contact: Connie Vinti  
Title: Clerk, Board of County  
Commissioners

Telephone: 509-524-2505

**CITY OF WALLA WALLA  
(Walla Walla County's PSAP  
operator)**

Contact: Steven Ruley  
Title: Manager  
Support Services Division  
Public Safety Communications

Telephone: 509-527-1959

**VENDOR**

Telephone:

Contact:  
Title:

The  
**Parties Agree:**

**1. Period of AGREEMENT**

The period of this AGREEMENT shall commence on date of execution and end when the PARTIES, and their employees, contractors and agents, no longer hold, in any manner, the DATA of the other PARTY. This agreement does not cover any disclosure of DATA prior to the period of this agreement.

**2. DATA**

DATA for the purposes of this agreement means "any written information, documents, or electronic data, relating to the ESInet that is marked "confidential" or "proprietary", including regarding the telecommunication interconnections between the VENDOR, the ESInet, MIL, the COUNTY or its PSAPs". The DATA may include confidential or proprietary information belonging to the COUNTY, its PSAPs, MIL, and/or VENDOR or confidential security data that could result in a security risk to the ESInet.

**3. Intended Use of the DATA**

The VENDOR DATA is intended for use by MIL, the COUNTY and its PSAPs to facilitate telecommunication interconnections between the VENDOR, the ESInet, MIL, the COUNTY or its PSAPs, related to the ESInet. The COUNTY DATA is intended for use by MIL and the VENDOR to facilitate telecommunication interconnections between the VENDOR, the ESInet, MIL, the COUNTY or its PSAPs,

related to the ESInet. MIL may disclose and distribute the COUNTY DATA to VENDOR for VENDOR's use to facilitate telecommunication interconnections.

#### **4. Constraints on Use of DATA**

This AGREEMENT prohibits any use of the VENDOR DATA by the COUNTY and its PSAPs other than as specifically set forth herein. This AGREEMENT prohibits any use of the COUNTY DATA by MIL or the VENDOR other than as specifically set forth herein.

#### **5. Non-Disclosure of DATA**

**A.** COUNTY shall not disclose, in whole or in part, the VENDOR DATA other than to the employees, contractors and agents of COUNTY and its PSAPs that have a need to know such information, provided such employees, contractors and agents have signed the Confidentiality Statement set forth in **Attachment A**.

**B.** MIL and VENDOR, shall not disclose, in whole or in part, the COUNTY DATA other than to its employees, contractors and agents that have a need to know such information, provided such employees, contractors and agents have signed the Confidentiality Statement set forth in **Attachment A**.

**C.** If a PARTY, its employees, agents, or contractors, including PSAP employees, agents, or contractors or VENDOR, is required by law, government regulations, subpoena or court order to disclose any DATA, PARTY shall give 10 business days prior written notice of the proposed disclosure to the other PARTY and the VENDOR, at the contact information listed herein, to allow that PARTY or VENDOR the opportunity to file documents seeking a court order preventing disclosure of the DATA. The notice shall include the name of the requester, so the PARTY and/or VENDOR may name the requestor as a party to any action to enjoin disclosure.

**D.** Upon receipt of written notice of the requirement to disclose the DATA, the PARTY and/or VENDOR, at their expense, may then either seek appropriate protective relief to prevent all or part of such disclosure. Should the PARTY and/or VENDOR not file for protective relief in superior court in the ten (10) business day time frame provided, the PARTY shall disclose DATA only in compliance with, and only to the extent required by, any applicable law, regulation, subpoena or court order.

**E.** If a PARTY or VENDOR becomes aware of any unauthorized use or disclosure of the DATA of the other PARTY, such PARTY or VENDOR shall promptly advise the other PARTY of all facts regarding such unauthorized use or disclosure.

#### **6. DATA Security**

Each PARTY and VENDOR will employ reasonable industry standard security procedures and processes to protect the DATA of the other PARTY from unauthorized physical and electronic access.

#### **7. Indemnification**

Each PARTY accepts full responsibility and liability for any violations of this AGREEMENT by any of its



employees, agents, or contractors, including its PSAP employees. MIL will also accept full responsibility and liability for any violations of this AGREEMENT by the Vendor, and any of its employees, agents, or contractors. The PARTIES agrees that the breach of the terms of this AGREEMENT could cause damage to the other PARTY and VENDOR. Each PARTY agrees to indemnify, defend and hold harmless the other and VENDOR for a breach of this AGREEMENT resulting from the conduct of that PARTY and its employees, agents, and contractors, including PSAP employees.

#### **8. Penalties for Unauthorized Use of the DATA or Unauthorized Disclosure of DATA**

In the event a PARTY or VENDOR fails to comply with any terms of this AGREEMENT, the other PARTY or VENDOR shall have the right to take such action as it deems appropriate, which may include the termination of COUNTY'S use of the ESInet services by MIL, if COUNTY is at fault. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

If the breach is capable of cure, the breaching PARTY must be giving notice and an opportunity cure the breach within 14 days of receipt of notice prior to exercising any other remedies available under this AGREEMENT.

#### **9. Amendments and Alterations to this AGREEMENT**

MIL and COUNTY may amend this AGREEMENT by mutual consent, in writing, at any time.

#### **10. Other**

The PARTIES agree that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Because of the unique and highly confidential nature of the DATA, the PARTIES acknowledge and agree that a PARTY (or VENDOR) may suffer irreparable harm if a PARTY (or Vendor) breaches any of obligations under this AGREEMENT and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other rights and remedies that may be available to a PARTY (or VENDOR) at law and in equity, a PARTY (or VENDOR) shall be entitled to seek enforcement of the provisions of this AGREEMENT by seeking injunctive relief.

This AGREEMENT contains the entire agreement between the parties concerning the subject matter hereof, and no modification of this AGREEMENT or waiver of the terms and conditions hereof will be binding unless approved in writing by the parties.

VENDOR is a direct and intended third-party beneficiary of the terms of this AGREEMENT.

With the exception of the County's delegation of authority to the City of Walla Walla, which implements PSAP operations in Walla Walla County by separate interlocal agreement, no PARTY shall assign, subcontract or delegate any of its obligations under this AGREEMENT, without the prior written consent of the other PARTY.

Washington law will govern this agreement. Jurisdiction and venue for any action under this agreement is in Thurston County, Washington.

#### **11. Signatures**

By signing this AGREEMENT, COUNTY and MIL agree to the AGREEMENT being effective as of the last signing date noted below.

**COUNTY**

**MIL**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

**IN THE MATTER OF APPROVING  
AMENDMENT A TO CONTRACT  
E17-037 FOR WIRELINE AND  
WIRELESS ENHANCED 911  
OPERATIONS**



**RESOLUTION NO.**

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

**WHEREAS**, pursuant to RCW 38.52 the Washington State Military Department has the authority to assist and facilitate the implementation and operation of Enhanced 911 throughout the state; and

**WHEREAS**, pursuant to Walla Walla County Resolution No. 16 203, Walla Walla County and the Washington State Military Department entered into an E911 Wireline and Wireless Operations Contract FY2017, Contract E17-037, effective July 1, 2016 through August 15, 2017 and for financial assistance necessary to answer 911 calls originating in the county; and

**WHEREAS**, Amendment A (formally A-REVISED to reflect updating the information on the current Board Chair) to said contract has been offered to the County for approval, to reflect various changes based on updated expenditures and projected revenues for eligible operating expenditure reimbursements; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said amendment A-REVISED to Contract Number E17-037 for E911 Wireline and Wireless Operations, and that the Chair of the Board shall sign same.

*Passed this 10th day of April, 2017 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 L. Duncan, Chairman, District 3

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

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

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

## E911 County Basic Service Operations Contract SFY 2017 AMENDMENT

1. CONTRACTOR NAME/ADDRESS: <b>Walla Walla County                  Post Office Box 1506                  Walla Walla, Washington 99362</b>	2. CONTRACT NUMBER: <b>E17-037</b>	3. AMENDMENT NUMBER: <b>A - REVISED</b>
4. CONTRACTOR CONTACT, PHONE/EMAIL: <b>Steven Ruley/509.527.1959                  sruley@wallawalla.gov</b>	5. MD STAFF CONTACT, PHONE/EMAIL: <b>Teresa C Lewis/253-512-7481                  teresa.lewis@mil.wa.gov</b>	
6. TIN or SSN: <b>91-6001381</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>NONE</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>E911 County/WSP Contracts</b>
9. FUNDING AUTHORITY: <b>Washington State Military Department (DEPARTMENT) and RCW 38.52.510, .540, .545 / WAC 118-66                  Enhanced 911</b>		
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>This amendment adjusts the funds in the Budget Sheet (Attachment E) based on updated expenditures                  and projected revenues.</b>		
11. AMENDMENT TERMS AND CONDITIONS: 1. Contract expiration date of August 15, 2017 remains <b>unchanged</b> . 2. Contract performance period of July 1, 2016 through June 30, 2017 remains <b>unchanged</b> . 3. <b>Change</b> the overall contract amount <b>from</b> \$175,271 <b>to</b> \$173,671; a decrease of \$1,600 4. <b>Change</b> the overall FY17 funding amount <b>from</b> \$175,271 <b>to</b> \$173,671; a decrease of \$1,600 5. <b>Change</b> the FY17 CPD funding amount <b>from</b> \$40,770 <b>to</b> \$39,170; a decrease of \$1,600 6. <b>Change</b> the FY17 Basic Service Operating funding amount from \$135,501 to \$135,501; remains <b>unchanged</b> . 7. <b>Replace</b> the original Budget Sheet (Attachment E) <b>with</b> the revised Budget Sheet (Attachment E) attached.		
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.		
IN WITNESS, WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:		
FOR THE DEPARTMENT:  <hr style="width: 100%;"/> Signature <span style="float: right;">Date</span> Dan Swisher, Chief Financial Officer Washington State Military DEPARTMENT	FOR THE CONTRACTOR:  <hr style="width: 100%;"/> Signature <span style="float: right;">Date</span> James L. Duncan, Chairman Walla Walla County Board of Commissioners	
BOILERPLATE APPROVED AS TO FORM: Brian Buchholz (signature on file) 6/13/2012 Assistant Attorney General		



# MEMO

**Date:** 3-24-17

**Proposal ID.** 2017 04-10 EconDev – Port

**To:** BOCC

**From:** Diane Harris, Administrative Assistant

**Intent** – Approval of Port of Walla Walla expending funds

**Topic** – Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds for City of Waitsburg – Main Street Bridge Replacement Project

## **Summary**

The Port of Walla Walla during their regularly scheduled meeting on March 23, 2017 approved the City of Waitsburg's grant application for the Main Street Bridge Replacement Project. This request is for \$100,000 from the Port of Walla Walla's portion of the Economic Development Sales Tax Fund.

Pursuant to the current interlocal between the Port and County of Walla Walla regarding the Economic Development Sales Tax funds the County must approve the Port of Walla Walla expending these funds.

Port of Walla Walla – 9/10ths funds - \$100,000

## **Cost**

\$100,000

## **Funding**

9/10ths Funds – Port of Walla Walla

## **Alternatives Considered**

N/A

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

## **Risk**

## **Benefits**

**Conclusion/Recommendation**

Approval of the Port of Walla Walla expending \$100,000 out of their portion of the 9/10<sup>ths</sup> Economic Development Funds for the City of Waitsburg – Main Street Bridge Replacement Project.

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Submitted By

Disposition

Diane Harris, Commissioners 3/24/17

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Approved

Name      Department      Date

Approved with modifications

Needs follow up information

Signature

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Denied

BOCC Chairman

Date

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Additional Requirements to Proposal

Modification

Follow Up

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March 24, 2017

James K. Johnson, Commissioner  
Jim Duncan, Commissioner  
Todd Kimball, Commissioner  
Walla Walla County  
P.O. Box 1506  
Walla Walla, WA 99362

**RE: Economic Development Sales Tax Fund Grant – City of Waitsburg – Main Street Bridge Replacement Project**

Dear Commissioner:

On March 23, 2017, the Port of Walla Walla Commissioners approved a \$100,000 Economic Development Sales Tax Fund (EDSTF) grant to the City of Waitsburg for the City of Waitsburg – Main Street Bridge Replacement Project. Enclosed is the EDSTF application for your review.

Consistent with our Interlocal Economic Development Agreement dated May 31, 2005, the Port is submitting this EDSTF application for Walla Walla County Board of Commissioner's consideration and concurrence.

The Port hereby certifies that this application complies with RCW 82.14.370 and the funds will be allocated from the Port's 2/3<sup>rd</sup> share of EDSTF account.

If you have any questions or need any additional information, please do not hesitate to call or email.

Sincerely,

Patrick H. Reay  
Executive Director

Cc: Port Commissioners  
File

# Walla Walla County Economic Development Sales Tax Fund

**SECTION I.**

**APPLICATION FOR FUNDING**

<b>Applicant:</b>	City of Waitsburg		
<b>Project Title:</b>	Main Street Bridge Replacement		
<b>Contact:</b>	Randy Hinchliffe		
<b>Title:</b>	City Administrator		
<b>Telephone:</b>	509 337-6371		
<b>Fax:</b>	509 337-8089		
<b>E-Mail:</b>	rjhinch@gotvc.net		
<b>Mailing Address:</b>	P.O. Box 35		
<b>City:</b>	Waitsburg	<b>Zip Code:</b>	99361
<b>Total Project Financing</b>			
<b>Total Project Cost:</b>	\$ 1,400,000		
<b>Amount secured to date:</b>	\$ 1,284,000		
<b>Total amount requested from the Economic Development Sales Tax Fund: Loan &amp; Grant combined</b>	\$ 100,000		
<b>Loan Information</b>			
<b>Amount of loan request:</b>	\$ 0		
<b>Loan term requested (Maximum term is 10 years):</b>		<b>YRS</b>	<b>Rate</b>
<i>A loan is a general obligation or revenue obligation of the jurisdiction receiving the loan. With acceptance of a loan, the jurisdiction agrees to obligate its full faith, credit and revenue to repay the loan, regardless of the project which prompted the application for funding. Maximum loan amount is \$200,000. Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4.</i>			
<b>Grant Information</b>			
<b>Amount of Grant request:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4)</i>	\$ 100,000		
<b>Amount of Local Public Match:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #5)</i>	\$ 16,000		

**Declaration:** I hereby certify that the information given in this application is true and correct to the best of my knowledge and belief and that I have reviewed Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.

Signature of Responsible Official:  Date: 3/9/17

Print or Type Name and Title: Randy Hinchliffe City Administrator



## **SECTION II. IDENTIFICATION OF PUBLIC FACILITY PROJECT AND COSTS**

- 1. Describe the entire public facilities project, including the parts that you are not asking to fund. (The term "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.**

Replacement of the Main Street Bridge and corresponding approaches. The City secured a Capital Budget Grant from the State of Washington in 2015 for the 2015-2017 Biennium. The City opened bids on the project on February 23, 2017; receiving 12 bids with the lowest bidder being almost \$100,000 over the engineers estimate. The overage was due to cost escalation on the bridge substructure (precast girders) portion of the project. All design, engineering and permitting are complete. City of Waitsburg needs help funding with the construction phase of the project to help cover the overage on the girder cost, any possible change orders, construction observation, staking and testing.

- 2. Summarize efforts taken to date regarding the project in terms of specific steps and studies and dates of action.**

Project design/engineering are complete. All necessary environmental permits and approvals have been issued. City held a site visit with USFWS, NMFS and WDFW on March 11, 2016. NEPA and DNS issued on May 23, 2016. Shoreline development permit was issued June 15, 2016. City approved the MOA with interested parties on December 21, 2016. BiOps was issued January 31, 2017, USACE 404 Permit issued February 15, 2017. Project has been let out for bid with bids being received. All submitted bids were over engineers estimate.

- 3. Does this project qualify as economic development and does it create or retain family wage jobs? (Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.)**

Yes. The Main Street Bridge is the main freight route over the Touchet River for grain going to the local grain elevator. It links the City's business corridor with activities on the Northside of the Touchet River. It is used by Aglink Inc. to access their bulk fuel plant as well as providing access for the industrial site of Alpine Industries. There is also a custom cabinet shop that uses the bridge as their business access. The route is used by Walla Walla County Public Works, McGregors company and provides a secondary access to the Port of Walla Walla's business park. Frontier Railway uses the rail spur near the project location for freight movement.

4. **List the number of projected jobs to be retained and/or created by the firm as a result of the public infrastructure project. Jobs must be expressed in Full Time Equivalents (FTEs). Management positions should be indicated as an annual salary. \* Retained jobs are defined as jobs that would otherwise be lost in Walla Walla County.**

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
Seasonal Truck Driver - Harvest		60	\$ 20
Fuel Delivery - AgLink		2	\$ 25
Full time Truck Driver - McGregor		10	\$ 20
Season Grain Elevator Operator		3	\$ 10
			\$
			\$

Projected annual gross payroll for all job classifications? 1,008,000

How many of these positions are part-time or seasonal work? 63

5. **Is this project listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element- Appendix G)?** No  Yes

6. **Does your organization have an active interest and involvement in economic development? Please explain?**

Yes, Policy 24 of the City Land Use Element of its Comprehensive plan is to help encourage and facilitate economic development in the City of Waitsburg.

7. **Will this project upgrade existing public infrastructure or build new public infrastructure? Please explain?**

Project will upgrade existing infrastructure. The current bridge was built in 1925 is a flooding hazard, has weight restrictions in effect, its too narrow and no longer usable for its original design. The project also upgrades the waterline going over the bridge that could be used to help encourage economic development on the north side of the bridge.

8. **List each funding source for the public project and amount. Identify whether the funding source has been secured or is being requested.**

Funding Source	Status	Amount
State of Washington - Department of Commerce	Secured	\$ 1,650,000
City of Waitsburg	Secured	\$ 16,000
Port of Walla Walla	Pending	\$ 100,000
		\$
		\$
		\$
		\$
		\$
<b>Total Project Cost</b>		<b>\$ 1,766,000</b>

9. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	May16, 2014
All Required Permits Obtained	February 15, 2017
Design Engineering	September 20, 2016
Land/Right-of-Way Acquisition	N/A
Final Bid Documents	January 30, 2017
Award Construction Contract	April 19, 2017
Begin Construction	June 1, 2017
Complete Construction	October 30, 2017
Construction Project Operational	November 30, 2017

10. What other quantifiable outcomes can this project measure in addition to the number of jobs created and retained?

Private sector capital investment \$ 100,000 \_\_\_\_\_

Increase in local property tax revenue: \$ 232 \_\_\_\_\_

Increase in local sales tax revenue: \$ 0 \_\_\_\_\_

Other:

11. Will the public facility project be maintained by the applicant? Indicate the projected annual operating cost of the proposed public facility project and revenue source for maintenance? Please explain.

City of Waitsburg will continue to maintain the bridge through funding allocations to it street fund. There are no projected operating costs for the first few years of operation other than occasionally sweeping the road and bridge deck.

**Return Completed Application To:**  
**Port of Walla Walla**  
**310 A. Street, Walla Walla, WA 99362**  
**509-525-3100**

**ATTACHMENT A**  
**Principle Guidelines**  
**Economic Development Sales Tax Fund (EDSTF)**

**Some provisions within these principle guidelines are requirements under RCW 82.14.370 - Sales and use tax for public facilities in rural counties.**

1. Public infrastructure projects must be listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element – Appendix G). Public infrastructure project listed in the approved County Comprehensive Plan does not guarantee the public infrastructure project will receive funding.
2. At the beginning of each fiscal year, the Port will notify the jurisdictions of the available funding in the EDSTF and will transmit the application form and these principle guidelines.
3. The Port Commission will maintain discipline in using the EDSTF for strategic economic development opportunities. Public infrastructure projects that create, retain and/or expand family wage jobs (defined as \$25,000 per year plus a benefit package), encourage private sector capital investment, and new taxes are the primary goal of the EDSTF.
4. Cap any one jurisdiction from receiving more than a \$200,000 grant and a \$200,000 loan in any one fiscal year. Exceptions will be made for extraordinary job creating opportunities, private sector capital investments, and new taxes. Exceptions will also be made if a jurisdiction has projects that would allow the funding to be distributed countywide. For example, a jurisdiction may have a qualifying project in Burbank and during that same fiscal year they may have a qualifying project in Waitsburg. In order to help disburse the EDSTF countywide, both qualifying applications would be considered.
5. Applications require a 50% local public match (\$200,000 EDSTF request, \$100,000 local public match). Only a 10% local public match will be required for the City of Prescott and City of Waitsburg due to their size and access to local public matching dollars. Local public match is defined as publicly-appropriated local funds. Funds appropriated from state, federal, other funding sources, and in-kind match do not qualify as local public match. Private sector funds directly allocated to the public infrastructure project will be considered as a local public match.

Example: If the public infrastructure total project cost is \$200,000 (design engineering, construction and construction assistance), the applicant is required to secure \$100,000 in local public match and can apply for a \$100,000 in EDSTF. In the case for City of Prescott and City of Waitsburg, if the public infrastructure project cost is \$200,000 (design engineering, construction and construction assistance), the applicant is required to secure \$20,000 in local public match and can apply for a \$180,000 in EDSTF.

6. Each public infrastructure project approved for EDSTF will need to enter into a performance contract and/or inter-local agreement guaranteeing performance.

7. Public infrastructure projects that can substantiate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefit package), private sector capital investment, and new taxes will have the best chance in securing an EDSTF grant and/or loan.
8. Public infrastructure projects that cannot identify the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefit package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of award. However, during this 5 year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefit package), private sector capital investment, and new taxes, their application would be considered for funding.
9. Public infrastructure related projects that can substantiate the retention of existing family wage jobs (defined as \$25,000 per year plus a benefit package) are encouraged to apply for EDSTF grant and/or loan. To substantiate job retention, the applicant must fully demonstrate that a specific business would have a reduction in its labor force without the public infrastructure improvement.
10. Projects approved for funding must start drawing down the appropriated funds for the proposed public infrastructure project within 1 year from the date the application is approved. All appropriated funds must be fully expended within 2 years from the date the application is approved. If applicant cannot meet said deadlines, the application must be resubmit their application for consideration. All existing approved public infrastructure projects will have priority funding over the new resubmitted application.

Approved by the Port Commission on the 25<sup>th</sup> day of September, 2014

Concurrence by the Walla Walla County Commissioners on the 20<sup>th</sup> day of October, 2014

**9:45**

**TECHNOLOGY SERVICES DEPARTMENT**

**Kevin Gutierrez**

- a)** Department update and miscellaneous



**WALLA WALLA COUNTY**  
**Technology Services Department**

Kevin G. Gutierrez  
Technology Services Director

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

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

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File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

April 10, 2017

To: Walla Walla County Board of Commissioners

Re: Department Update

**Issues/Information for the Board.**

- None

**Components (Main infrastructure)**

**Hardware**

- No issues

**Software**

- No issues

**Security/Viruses**

- No issues

**Network**

- No issues

**Other Projects**

- **Judges/Clerks Case Management and Document Management Systems**
  - OnBase will begin discovery meeting week of 4/10 (but not scheduled yet)
  - Third Party DMS option meeting on the 30<sup>th</sup>.
    - Attended by 19 counties
- **Budget/Assets**
  - Surplused items will be move on 4/11
  - Inventory for Diane is in progress
  - Inventory of Technology items still to come
  - Budget – Have been gathering list of what we are needing for 2018 and trying to gather up some associated costs.
    - Server licensing
    - Client Access Licensing
    - Hosted website
    - UPS – (Generator?)
    - Etc.
- **Intranet**
  - Planning to move the intranet to SharePoint which will allow us to drop another server.
  - With our O-365 subscription we are entitled to use SharePoint.
- **New World**
  - No word
- **Camera's**
  - Contract for District Court and Annex is complete

- **O-365**
  - Was preparing to erase the old exchange servers – UNTIL – public records request came in requiring us to search that device. Now we will have to coordinate searches with the deletion of mailboxes on the old system.
- **Texting Policy**
  - Have sent a recommendation with supporting document to Shelly.
  - Will require some other changes to the computer use policy.
- **Public Record Requests Last 2 Weeks**
  - Received another complex request
  - 10= Requests received
  - 4 = Forwarded to departments
  - 4 = Completed
  - 1= Pending Closure
  - 6 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 24 = Open/Being handled by the PRO
  - At least 3 at this time are projected to take over a year to complete
- **Search Computer(s)**
  - Search indexes
    - Now have 5 servers indexing documents

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**Definitions**

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

**API = Application Program Interface**

**CITRIX = A product used for remote access to our network**

**PAV=Potential Archival Value**

**CJIS = Criminal Justice System Information Systems**

**AOC=Administrative Office of the Courts**

**PRO=Public Records Officer**

**USB=Universal Serial Bus**

**DOL=Department of Licensing**

**NDA=Non-disclosure agreement**

**RFP=Request For Pricing**

**GIS=Geographic Information Systems**

**EOL=End of Life**

**JCDA=Joint Community Development Agency**

**W7=Windows 7**

**W10=Windows 10**

**OS=Operating System**

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

**AV-Audio/Visual**

**WiFi-Wireless network connectivity (Wireless Fidelity)**

**FTP = File Transfer Protocol (file transfer server)**

**CAD=Computer Aided Dispatch (hosted at the city)**

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

**ADA=Americans with Disabilities Act**

**ECM=Enterprise Content Management**

**NWS=New World Systems**

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

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



**10:00**

**COUNTY FAIRGROUNDS**

**Perry Dozier**

- a) Department update and miscellaneous

**10:15**

**COUNTY CORRECTIONS DEPARTMENT**

**Mike Bates**

- a) Department update and miscellaneous

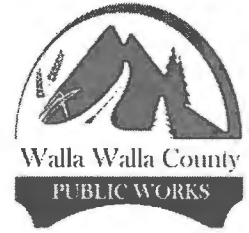
10:30

**PUBLIC WORKS DEPARTMENT**

**Randy Glaeser**

- a) **Bid Opening**
  - 1) Second Ave - Burbank
  
- b) Department update and miscellaneous

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 5 April 2017

Re: Director's Report for the Week of 3 April 2017

**Board Action: 10 April 2017**

**Bid Opening:**

**In the Matter of a Bid Opening – Second Avenue Burbank**

**ENGINEERING:**

- Mill Creek FH: Hebdon and Hunter signed use and possession agreements.
- Blue Creek Bridge: Right of way acquisition complete.
- Dodd Road: Paving.
- Pflugrad Bridge: Working on structural design.
- Second Avenue (Burbank): Advertising. Bid opening scheduled 10 April.
- Miscellaneous: Working on safety grant and updating priority array.

**FLEET MGT/DEVELOPMENT:**

- Setting up reporting software for the new radar signs currently installed on Frog Hollow Road.

**MAINTENANCE:**

- Crews conducting routine maintenance.

**ADMINISTRATION:**

- Conducted monthly Foremen's meeting.

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))

- 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) New position approval form – Litter Crew Supervisor, part-time, temporary, project-based for the Corrections Department
- d) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

**11:50 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.*