

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, JANUARY 13, 2020**

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**PLEASE NOTE MEETINGS ARE NOW BEGINNING AT 10:00 AM**

**10:00 COUNTY COMMISSIONERS**

**Chairman Tompkins**

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)

***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.*

- e) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review warrant list
- f) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for January 6 and 7, 2020
  - 2) Resolution \_\_\_\_\_ - Approving out of state travel to Nevada for County Treasurer Gordon Heimbigner and Chief Deputy Treasurer Lisa Stober
  - 3) Resolution \_\_\_\_\_ - Setting a date of public hearing to consider declaring certain County property as surplus and to dispose property of by sale (1520 Kelly Place)
  - 4) Resolution \_\_\_\_\_ Setting a date of public hearing to consider extending interim zoning enacted by Ordinance 480, regarding the maximum density of mobile/ manufactured Home parks and residential uses in the Burbank Residential Zoning District

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

IN THE MATTER OF APPROVING  
OUT OF STATE TRAVEL TO  
NEVADA FOR COUNTY  
TREASURER GORDON  
HEIMBIGNER AND CHIEF DEPUTY  
TREASURER LISA STOBER

**RESOLUTION NO. 20**

**WHEREAS**, Walla Walla County Treasurer Gordon Heimbigner has requested approval for out of state travel to allow his attendance and that of Chief Deputy Treasurer Lisa Stober at the Government Investment Officers Association conference in Las Vegas, Nevada, March 18-20, 2020; and

**WHEREAS**, conference costs are covered by the county's investment pool fees, with no Current Expense Fund monies expended; and

**WHEREAS**, approval of the request at this time will allow Mr. Heimbigner to monitor air fare and hotel rates and make reservations at the most favorable rates; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that out of state travel as outlined above is approved.

**BE IT FURTHER RESOLVED** that travel reimbursements shall be at the "high cost area" rate.

**BE IT FURTHER RESOLVED** that additional time to travel to or from said event, if needed, is also approved.

**BE IT FURTHER RESOLVED** that any personal travel costs shall be the responsibility of Mr. Heimbigner and/or Ms. Stober.

*Passed this 6<sup>th</sup> day of **January, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

# Memo

**To:** Board of County Commissioners;  
**From:** Gordon Heimbigner  
**Date:** January 7, 2020  
**Re:** Out of State Travel for Investment Conference

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I would like to request approval for out of state for myself and Lisa Stober to attend the Government Investment Officers Association conference March 18-20, 2019 in Las Vegas..

This conference is paid for entirely by the Investment Pool, so there is no Current Expense impact.

I am asking this far in advance so I can monitor airfare and try to get it at the lowest rate possible.

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

IN THE MATTER OF SETTING A  
DATE OF PUBLIC HEARING TO  
CONSIDER DECLARING CERTAIN  
COUNTY PROPERTY AS SURPLUS  
AND TO DISPOSE OF PROPERTY  
BY SALE (1520 KELLY PLACE)



RESOLUTION NO.

**WHEREAS**, pursuant to Walla Walla County Resolution 15 235, Walla Walla County, through the Board of County Commissioners as the county legislative authority, declared 1520 Kelly Place, Walla Walla, a county property, as surplus to the needs of the county and authorized disposal of same by means of a sale open to the public and conducted by the County Treasurer; and

**WHEREAS**, said property is formally identified as Walla Walla County parcel number 36-07-31-21-0002, with a legal description of Lot 4 of Highland Commerce Center Short Plat filed under Auditor's File Number 9203682 in Volume 2 of Short Plats at Page 171, records of Walla Walla County, State of Washington; and

**WHEREAS**, the County Treasurer offered the property for sale on October 16, 2015, with the winning bid required to meet or exceed the minimum sale price of \$3,131,700 (three million, one hundred thirty one thousand, seven hundred dollars) plus sale costs; however, no bids were received; and

**WHEREAS**, the County Treasurer offered the property for sale again on February 28, 2017, with the winning bid required to meet or exceed the minimum sale price of \$2,100,000 with restrictive covenants (two million, one hundred thousand dollars) or \$3,131,700 without restrictive covenants (three million, one hundred thirty one thousand, seven hundred dollars); however, no bids were received; and

**WHEREAS**, because Resolution 15-235 was enacted more than four years ago, and the property has not sold through two previous sales, an additional public hearing prior to disposing of property is required pursuant to RCW 36.34.030; now therefore,

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the date of Monday, February 3, 2020 at the hour of 10:00 a.m. or as close thereto as possible be set for a public hearing to consider declaring said County property as surplus and disposing of property through a sale by the County Treasurer pursuant to RCW 36.34.080. The Board may also consider setting a minimum price for such sale. In addition, the Board will consider whether conditions should be placed on the sale of the property.

**BE IT FURTHER RESOLVED** that the Clerk of the Board of Walla Walla County Commissioners shall give notice of said hearing in the manner prescribed by law, as the County Treasurer's designee.

Passed this 6<sup>th</sup> day of January, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, 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 SETTING A  
DATE OF PUBLIC HEARING TO  
CONSIDER RENEWING AN INTERIM  
ZONING ENACTED BY ORDINANCE  
471 AND RENEWED BY ORDINANCE  
480, REGARDING THE MAXIMUM  
DENSITY OF MOBILE/  
MANUFACTURED HOME PARKS AND  
RESIDENTIAL USES IN THE  
BURBANK RESIDENTIAL ZONING  
DISTRICT



RESOLUTION NO. **20**

**WHEREAS**, the Board of County Commissioners adopted Ordinance No. 471 on August 6, 2018, regarding the maximum density of mobile/manufactured home parks and residential uses in the Burbank Residential uses in the Burbank Residential Zoning District; and

**WHEREAS**, the interim zoning provided the County with additional time to review and amend its Comprehensive Plan and zoning and land use regulations related to density and development in the Burbank area;

**WHEREAS**, Walla Walla County retained the services of a professional land use consulting firm, The Watershed Company, to assist with a review of the residential density of the Burbank Urban Growth Area; and

**WHEREAS**, Walla Walla County Community Development staff and a previous consultant team held a public workshop on June 29, 2019, in Burbank, at Columbia Middle School, to begin the process of obtaining comments from the residents of Burbank regarding their vision for their community; and

**WHEREAS**, Ordinance 480 was adopted on August 5, 2019 to renew the interim zoning so that County staff and the consultant team could summarize the results of that first outreach meeting, and present potential alternatives to the residents of Burbank at another public outreach workshop to be held later in the fall of 2019; and

**WHEREAS**, County staff and a new land use consulting firm, LDC, Inc., are reviewing the results of the outreach meeting and other relevant information, and require additional time to review this issue and present potential alternatives to the residents of Burbank and other stakeholders; and

**WHEREAS**, Ordinance 480 expires on February 5, 2020, 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 10:30 a.m. on February 3, 2020 in County Commissioners' Chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, to receive testimony on whether to extend or amend the interim zoning enacted by Ordinance 480.

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

Passed this 13<sup>th</sup> day of **January, 2020** by Board members as follows: \_\_\_ Present or \_\_\_ Participating via other means, and by the following vote: \_\_\_ Aye \_\_\_ Nay \_\_\_ Abstained \_\_\_ Absent.

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

## COUNTY COMMISSIONERS (continued)

### f) Consent Agenda Items (continued):

- 5) Resolution \_\_\_\_\_ - Walla Walla County Commissioners' Committee Assignments for 2020
- 6) Payroll action and other forms requiring Board approval

### g) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: 4215495 through 4215645 totaling \$401,322.85
- 2) Authorize Chairman of the Board to sign an amendment to the South East Washington Aging and Long Term Care Council of Governments Interlocal Agreement, as set forth on correspondence dated January 8, 2020

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 WALLA  
WALLA COUNTY  
COMMISSIONERS' COMMITTEE  
ASSIGNMENTS FOR 2020**



**RESOLUTION NO. 20**

**WHEREAS**, in accordance with RCW 36.32.100, Gregory A. Tompkins was elected chairman of the Board of County Commissioners for Walla Walla County for 2020; and

**WHEREAS**, Commissioners James K. Johnson, Todd L. Kimball, and Gregory A. Tompkins are duly appointed to serve on the below designated committees for 2020 pursuant to the authority listed.

**JAMES K. JOHNSON,**

Emergency Management Executive Board	Interlocal Agreement
LEOFF I Disability Board (alternate)	Statute
Lodging Tax Advisory Committee Chair	Statute
Snake River Salmon Recovery Board (alternate)	Interlocal Agreement
Southeast Washington Aging and Long Term Care Council of Governments (alternate)	Interlocal Agreement
Valley Transit	Statute
Walla Walla County Council on Housing	Standing Committee
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Watershed Management Partnership Board (alternate)	Bylaws
WA Counties Insurance Fund	Member County
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
WA State Association of Counties (WSAC) Legislative Steering Committee (delegate)	WSAC Member County

**TODD L. KIMBALL**

Blue Mountain Resource Conservation and Development District	Member County
Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services Dept. Advisory Committee	Bylaws
Emergency Medical Services & Trauma Care Council	Bylaws
Greater Columbia Behavioral Health Regional Support Network (alternate)	Statute
Snake River Salmon Recovery Board	Interlocal Agreement
Valley Transit	Statute
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Work Force Development Council Regional Board	Statute
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
Walla Walla Watershed Management Partnership Board	Bylaws
Work Source Employers Committee	Standing Committee



**GREGORY A. TOMPKINS, CHAIR**

County Law Library (ex-officio trustee as Chair)	Statute
Emergency Management and Communications Advisory Board	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Executive Alliance (as Chair)	Standing Committee
Greater Columbia Behavioral Health Regional Support Network	Statute
LEOFF I Disability Board	Statute
Southeast Washington Aging and Long Term Care Council of Governments	Interlocal Agreement
WA Counties Risk Pool Board (alternate)	Interlocal Agreement
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
Washington State Association of Counties (WSAC) Legislative Steering Committee (alternate)	WSAC Member
WESCOM (Walla Walla Emergency Services Communications) Executive Committee	County
	Standing Committee

and

**WHEREAS**, it has further been determined that each county commissioner will informally serve as board liaison to county offices and departments, as outlined on the attached "Attachment A", which is by this reference made a part hereof; now therefore

**BE IT HEREBY RESOLVED** that the above-named Walla Walla County Commissioners shall serve on the above listed committees for the year 2020.

Passed this 13<sup>th</sup> day of **January, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

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

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

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

**ATTACHMENT A**

**Walla Walla County Board of Commissioners  
Board liaisons by office and department  
for year 2020**

**JAMES K. JOHNSON,**

- Department of Community Health
- Human Resources/Risk Management
- Public Works
- WSU Extension

**TODD L. KIMBALL**

- Department of Community Health (alternate)
- Emergency Medical Services
- Fairgrounds
- Technology Services
- WSU Extension (alternate)

**GREGORY A. TOMPKINS, CHAIR**

- County elected officials (as chair)
- Community Development
- Corrections (to include Juvenile Justice Center/Court Services as part)
- Emergency Management (as chair, assignment will change yearly)
- Facilities Maintenance
- Human Resources/Risk Management (alternate)
- Public Works (alternate)

10:15

**COUNTY COMMISSIONERS acting as the MILL CREEK  
FLOOD CONTROL ZONE SUPERVISORS**

a) **Consent Agenda Items:**

- 1) Execute Landowner Acknowledgement form for grant application by Tri-State Steelheaders for work in Mill Creek Flood Control Zone District for salmon habitat improvements for 6<sup>th</sup> Avenue Extension (6<sup>th</sup> Avenue and 3<sup>rd</sup> Avenue)
- 2) Execute Landowner Acknowledgement form for grant application by Tri-State Steelheaders for work in Mill Creek Flood Control Zone District for salmon habitat improvements for 6<sup>th</sup> Avenue Extension (Spokane Street and Park Street)

10:20

PUBLIC WORKS DEPARTMENT

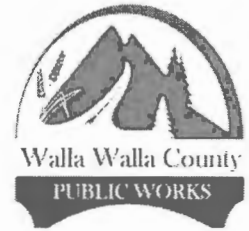
Tony Garcia

a) **Consent Agenda Items:**

- 1) Execute Agreement between State of Washington Transportation Improvement Board and Walla Walla County for Grant Funding for the Abbott Road Project
- 2) Execute Electronic Signature Agreement form for the Washington State Department of Ecology Stormwater Annual Reports

a) Department update and miscellaneous

**Walla Walla County Public Works**  
**990 Navion Lane**  
**Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 9 January 2020

Re: Director's Report for the Week of 6 January 2020

**Board Action: 13 January 2020**

**Miscellaneous:**

**Execute Agreement between State of Washington Transportation Improvement Program and Walla Walla County for Grant Funding for the Abbott Road Project**

**Execute Tri-State Steelheaders Landowner Agreement for the Mill Creek Fish Passage – 6<sup>th</sup> Avenue Extension between 6<sup>th</sup> Avenue and 3<sup>rd</sup> Avenue**

**Execute Tri-State Steelheaders Landowner Agreement for the Mill Creek Fish Passage – 6<sup>th</sup> Avenue Extension between Spokane Street and Park Street**

**Execute Electronic Signature Agreement Form for the Washington State Department of Ecology Stormwater Annual Reports**

**ENGINEERING:**

- Middle Waitsburg Road MP 6.1 to MP 7.92: Consultant is working on appraisal and acquisition documents.
- Mill Creek Road MP 1.1 to MP 3.96: Reviewing consultant task order for right of way acquisition effort.
- Fredrickson Bridge: Working on project design.
- Peppers Bridge Road: Working on project design.
- Wallula/Gose Intersection: Working on field survey.
- Lower Waitsburg Road: Working on field survey.
- Port Kelly Road and Dodd Road Railroad Crossing: Railroad is working on installing gates.
- Miscellaneous: Received Bridge Funding (federal funds) for two bridge replacements and one bridge rehabilitation  
Dell Sharpe Bridge Replacement - \$6,285,000, Arch Bridge Replacement - \$1,361,440 and Drumheller Bridge Rehabilitation - \$865,000.

**MAINTENANCE/FLEET MANAGEMENT:**

- Routine vehicle maintenance and repairs.
- Routine road maintenance.
- Sheriff vehicle upfits.
- Preparing bid documents for 2020 chip seal.
- Working on ordering 2020 equipment.

**ADMINISTRATION:**

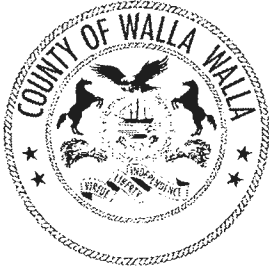
- Finishing Initial Counseling department wide.
- Scheduled interviews for the Maintenance Tech I position.
- Conducted monthly meeting with the Foremen.
- Attended a Mill Creek Coalition meeting to discuss the Mill Creek GI Study.

10:30

TECHNOLOGY SERVICES DEPARTMENT

Chad Goodhue

a) Department update and miscellaneous



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

Chad R. Goodhue

Technology Services Director

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

(509) 524-2590

cgoodhue@co.walla-walla.wa.us

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File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

January 13<sup>th</sup>, 2020

To: Walla Walla County Board of Commissioners

Re: Department Update

**Issues/Information for the Board.**

- Continuing to monitor backup growth rates; I hope to have a report to present to you of the current and anticipated growth by the 27<sup>th</sup> of January 2020.
- I am in the process of auditing the current hardware and software environment and inventory to familiarize myself with our systems

**Components (Main infrastructure)**

**Hardware**

- Power Issues
  - Pending facilities
  - UPDATE – Working with Ron on a UPS replacement

**Software**

- Training for OnBase – TS staff will be attending administrator training from Imagesoft the end of January

**Security/Viruses**

- No issues

**Other Projects**

- **OnBase**
  - Finishing the “Cleanup” of OnBase
- **SQL Server licensing**
  - Need to schedule moves of other databases onto the new server.
- **MIP Implementation**
  - This is now in progress, will be completed within 30 days.
  - Update – This is complete with the cloud tenant scheduled to be turned down/deleted on 1/15/20
- **Budget & Inventory**
  - Working with SysAid to build Inventory reports
- **Contracts**
  - Still no word from WaTech on our attempts to correct language.

- HCA Contract for the Jail has resurfaced last week and wasn't just extended as we initially thought. It was partially modified yet still contained reference to some of the problematic language.
- WSAC is engaged and working on this issue with State contractors.
- **Social Media Backup Software**
  - TS will be actively looking for a archiving solution to address social media
- **Retention Training (email)**
  - January attendance has been low with only one staff in attendance
- **Cybersecurity assessment**
  - There is a 140+ question self assessment that needs completed for Emergency Management in relation to a grant prior to the end of the year that we are working on.
  - UPDATE – The assessment has been completed and submitted to both Liz and the State EMD which has confirmed receipt.
- **Public Record Requests Last 2 Weeks**
  - 13 = Requests received
  - 0 = Forwarded to departments
  - 10 = Completed
  - 0 = Pending review
  - 0 = Pending Closure
  - 0 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 3 = Open
  - YTD = 157

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
  - 74 = Requests received
  - 17 = Open
  - 67 = Closed

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**Definitions**

**DMS – Document Management System (OnBase)**

**OCIO = Office of the Chief Information Officer**

**DAN - Disposition Authority Numbers (Secretary of State retention schedule)**

**JLARC=Joint Legislative Audit and Review Committee**

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

**API = Application Program Interface**

**CJIS = Criminal Justice System Information Systems**

**PRO=Public Records Officer**

**NDA=Non-disclosure agreement**

**EOL=End of Life**

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

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

**ADA=Americans with Disabilities Act**

**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.**



10:45

COUNTY CORRECTIONS DEPARTMENT

Norrie Gregoire

a) **Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Appointing Service Agreement #20-05 between Walla Walla County and Children's Home Society of Washington

b) Department update and miscellaneous

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

IN THE MATTER OF APPROVING  
SERVICE AGREEMENT #20-05  
BETWEEN WALLA WALLA  
COUNTY AND CHILDREN'S  
HOME SOCIETY OF  
WASHINGTON



**RESOLUTION NO. 20**

**WHEREAS**, RCW Chapter 30.34 authorizes local governmental units to enter into agreements; and

**WHEREAS**, the Walla Walla County Juvenile Justice Center wishes to enter into an agreement with Children's Home Society of Washington to provide behavioral health treatment services for at-risk youth; and

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

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement, and authorize County Director of Corrections, Norrie Gregoire, to sign the same.

*Passed this 13th day of January, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

**Service Agreement #20-05**  
between  
**WALLA WALLA COUNTY**

and  
**CHILDREN'S HOME SOCIETY OF WASHINGTON**

The Agreement is entered into by and between Walla Walla County hereinafter "County," and Children's Home Society of Washington, hereinafter "Contractor," for services relative to Behavioral Health Services as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

- Exhibit A – Statement of Work
- Exhibit B – Budget
- Exhibit C – Contractor Certification Form

**Performance Period:** The terms of this Agreement shall commence on January 1, 2020 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on December 31, 2020.

**Compensation:** Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit B – Budget. The amount of payment for the performance period of this Agreement shall not exceed \$82,000.

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.

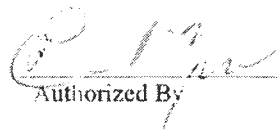
**IN WITNESS WHEREOF, the parties hereto have signed this Agreement.**

COUNTY:

CONTRACTOR:

Norris Gregoire  
Director of Corrections  
Walla Walla County

Date

 12 20 19  
Authorized By Date

David Newell, President/CEO

P.O. Box 1754  
Walla Walla, WA 99362  
Phone: (509) 524-2822 Fax: (509) 524-2836

Print Name & Title of Person Signing

Telephone Number / Email Address: (509) 529-2130/meagana@chs-wa.org

Mailing Address (Street address required in addition to PO Box.):

Seattle, WA 98115

Social Security or Business Tax ID#: 91-0575955

CFDA# (if applicable):

UBI#: 600 112 054

State Industrial Account ID # (if applicable):

## GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
  - 1.1. "Agreement" means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
  - 1.2. "CFR" means Code of Federal Regulations. All references in this Agreement and any Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - 1.3. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor's staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit B – Budget. No payment shall be made for any service that is not identified within this Agreement.
  - 3.1. Contractor shall submit claims for reimbursement by the tenth (10<sup>th</sup>) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within forty-five (45) working days following receipt of Contractor's approved claim for reimbursement, contingent on the availability of funds.
  - 3.2. Payment shall be based upon itemized billings supported by accompanying documentation.
  - 3.3. County shall compensate Contractor no more often than monthly for Contractor's service. No payment shall be made in the month services are rendered unless otherwise approved by County.
4. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, 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. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by

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 County. Contractor shall immediately give to County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless 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. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.

6. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
7. **Debarment Certification.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
8. **Disputes.** Except in the event of a dispute arising from County’s decision to terminate this Agreement for default, County and Contractor agree to first attempt resolution of disputes informally, by a mutually negotiated process.
9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Contractor.
11. **Financial Certification.** Within 60 days of the execution of the Contract, Contractor shall submit to the County, Contractor Certification Documentation form including the Contractor status as Non-Profit, Corporation, Governmental, Individual or Other Entity. The applicable financial certification documents must also be submitted to the County once every 12 months:
  - 11.1. W-9 Form, Request for Taxpayer Identification
  - 11.2. Last Audited Financial Statements, or Form 990; or Form 990T; or Form 1120 for Corporations; or Schedule C from 1040 for individuals.
12. **Indemnification and Hold Harmless.** Contractor will indemnify, hold harmless 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 subcontractors, 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 subconsultants, its officers, and its agents.

13. **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.
14. **Independent Status/Contractor.** Contractor's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Contractor as an independent contractor. It is understood and agreed that County is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
15. **Inspection.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, Contractor shall provide reasonable access to Contractor's place of business, Contractor records, and client records, to County and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate Contractor's performance and compliance with applicable laws, regulations, and this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement.
16. **Insurance.** Contractor shall maintain and keep current General Liability Insurance, at a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate. The policy shall be endorsed and the certificate shall name County, its officers, agents and employees as Additional Insured with respect to activities under the contract. Within one (1) week following execution of this Agreement, Contractor shall submit a Certificate of Insurance and endorsement executed by a duly authorized representative of each insurer and showing compliance with the insurance requirements specified in this Agreement. Contractor shall assure that updated Certificates of Insurance are provided to County for the duration of this Agreement. Contractor shall notify County forty-five (45) days before cancellation or reduction in Contractor insurance coverage.
  - 16.1. **Professional Liability Insurance:** In the event that services delivered under this Agreement, either directly or indirectly include the provision of professional services, Professional Liability Insurance, including coverage for losses caused by errors and omissions, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. For the purposes of this Agreement, "Professional Services" shall mean any services provided by a physician, psychologist or other licensed professional.

*The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall*

*be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.*

- 16.2. Auto Liability Insurance: In the event that services delivered pursuant to this agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- 16.3. Worker's Compensation Insurance: If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.
17. **Licensure**. Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.
18. **Non-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, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
  - 18.1. In Employment. Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.
  - 18.2. In Services. Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.

19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event 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.
20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- 19.1 Applicable federal and State of Washington statutes and regulations;
  - 19.2 General Terms and Conditions contained in this Agreement;
  - 19.3 Special Terms and Conditions contained in this Agreement;
  - 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
  - 19.5 Any other material incorporated herein by reference.
21. **Ownership of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.
22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; RCW 42.56, Public Records Act; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
- 22.1. **Financial Records.** Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.
  - 22.2. **Clinical/Consumer Service Records.** The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.
23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. 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 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 County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by



service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington

24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
25. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
26. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
- 26.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 26.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 26.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
- Failed to meet or maintain any requirement for contracting with County;
  - Failed to perform under any provision of this Agreement;
  - Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
  - Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
  - Otherwise breached any provision or condition of this Agreement.
- 26.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance

within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

26.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any client for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

26.3.3. If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to County resulting from such default shall be deducted from any money due or coming due to Contractor. Contractor shall be liable for actual, incidental and consequential damages, including the reasonable cost of procuring similar services actually procured by the County from another source to fully execute the Contractor's duties under this Agreement.

**27. Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

27.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services

27.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination. County may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by County.

27.3. If this Agreement is terminated for default, County may withhold a sum from the final payment to Contractor that County determines necessary to protect County against loss or additional liability. County shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Contractor was not in default, Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.

27.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Agreement.

**28. 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.

**29. Waiver.** Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict

performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**Exhibit B  
BUDGET**

Agency Name: Children's Home Society  
 Agreement Number: 20-05                      Contract Period: 01/01/2020-12/31/2020

Line Item/Description	2020 Award
Salary and Benefits	\$ 70,388.00
Administrative Costs	\$ 11,612.00
<b>TOTAL:</b>	<b>\$ 82,000.00</b>

Funded By: 0.1% Treatment Tax Funds

**Allowable Expenditures:**

- Salary and Benefits: Mental Health Counselor providing direct behavioral health therapy or services at Juvenile Justice Center.
- Administrative Costs: Established administrative rate of 16.5% of the Mental Health Counselor direct services.

**Exhibit A**  
**STATEMENT OF WORK**

Agency Name: Children's Home Society  
Agreement Number: 20-05                      Contract Period: 01/01/2020-12/31/2020

**1. Program**

- 1.1. Agency will provide behavioral health treatment services for at-risk youth and their families and care givers referred by the Walla Walla County Department of Court Services.
- 1.2. The Clinical Specialist will provide mental health assessments, individual, group, and family counseling for youth detained at JJC using the Trauma Focused Cognitive Behavioral Therapy Model. The Clinical Specialist will offer up to six (6) months of follow up once youth is released from JJC.
- 1.3. Youth in treatment should show improved clinical and functional status and improved peer relationships measured by one of the following: Child and Adolescent Trauma Screen (CATS) and Screen for the Child Anxiety Related Disorders (SCARED) Moods and Feelings Questionnaire (MFQ).
- 1.4. The overall target outcome for youth served in JJC will be defined as: One year following discharge from treatment, youth have not been referred for subsequent juvenile offenses.

**2. Evaluation**

- 2.1. Agency will provide a Monthly Service Report (Exhibit F) to County Health Advisory Board by the 10<sup>th</sup> working day of the month following the provision of services.
- 2.2. Agency will comply with monitoring and reporting requirements, which may include, at minimum, on-site visits, monthly budget and progress reports, file and data review.

**3. Performance Outcome**

- 3.1. Agency will demonstrate the capacity for full implementation of services in a timely manner.
- 3.2. Evaluation of contract and financial performance will be conducted in July 2020.
  - 3.2.1. Expenditures through June 31, 2020 will be reviewed by the County
  - 3.2.2. If expenditures have been less than forty percent (40%) of the contract allocation
    - 3.2.2.1. The Community Health Advisory Board will review under expenditure and determine reallocation of funds
    - 3.2.2.2. Contract amendments will be issued to reduce funding for the second year of the service agreement at the recommendation of the Community Health Advisory Board

**11:00**

**FACILITIES MAINTENANCE**

**Ron Branine**

- a) Department update and miscellaneous



# Facilities Department

To: Board of County Commissioners

From: Ron Branine

Date: January 13th, 2020

## **Resolutions/Proposals:**

### **Update:**

- Remodel has picked back up after most of the change orders have been approved. Still waiting on clarification for the HVAC. Painting is almost complete. Trim will be installed in the next 2 weeks and the carpet/linoleum will be installed soon. Electrician has begun working on the change order items.
- We have moved a lot of 2019 file boxes from Auditor and Treasurer departments to the vaults and have purged the "aged" boxes as directed by those departments.

### **ADMINISTRATION:**

11:15

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 2020 01-13 HR/RM - 1  
Approval of Washington State Paid Family Medical Leave – no supplementation
  - 2) Proposal 2020 01-13 HR/RM – 2  
Approval regarding payment of claims under \$1000.00
  - 3) Revised job description approval form - Human Resources Coordinator for the Human Resources/Risk Management Department



**11:45**

**COUNTY COMMISSIONERS**

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

**12:00**

**RECESS**

1:30

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

1:45

**HUMAN RESOURCES/RISK MANAGER**

**Shelly Peters**

- a) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- b) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

**- 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.*