

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

Pursuant to the Governor's proclamation dated March 23, 2020 the Commissioner Meeting will be held via phone and internet. Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwccommissioners@co.walla-walla.wa.us

Call in 1-408-418-9388 access code: 265 315 792

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=md64fe2eb6aea4e0ba4a63de70000e003>

The agenda will include only necessary action items until further notice.

PLEASE NOTE: ALL TIMES ARE TENTATIVE AND AT THE DISCRETION OF THE CHAIRMAN WITH THE EXCEPTION OF ADVERTISED BID OPENINGS AND PUBLIC HEARINGS.

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
 - 3) Review travel warrant list
- f) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' proceedings for April 6 and 7, 2020
 - 2) Resolution _____ - Proclaiming April, 2020 as National County Government Month
 - 3) Resolution _____ - Proclaiming April 13-17, 2020 as National Public Safety Telecommunicators Week
 - 4) Payroll action and other forms requiring Board approval

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF PROCLAIMING
APRIL, 2020 AS NATIONAL COUNTY
GOVERNMENT MONTH

RESOLUTION NO. **20**

WHEREAS, Washington's 39 counties serving more than 7 million residents provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Walla Walla County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through the Washington State Association of Counties and the National Association of Counties across the nation, counties will be demonstrating how counties deliver services to our residents nationwide; and

WHEREAS, each year since 1991 the Washington State Association of Counties and the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, the Walla Walla County Board of Commissioners actively work to make Walla Walla County a safer place to live and raise families, promote health and wellness in the community and offer county services that include help for the homeless, troubled youths, young adults and veterans services; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring April as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Passed this 13th day of April, 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

PROCLAMATION

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Walla Walla County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through the Washington State Association of Counties and the National Association of Counties across the nation, counties will be demonstrating how counties deliver services to our residents nationwide; and

WHEREAS, under National Association of Counties President Mary Ann Borgeson's leadership, NACo is demonstrating how "Counties Matter," especially in supporting older adults, their families and caregivers; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, the Walla Walla County Board of Commissioners actively work to make Walla Walla County a safer place to live and raise families, promote health and wellness in the community and offer county services that include help for the homeless, troubled youths, young adults and veterans services; now therefore

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

APRIL, 2020 AS NATIONAL COUNTY GOVERNMENT MONTH

in Walla Walla County, and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Dated this 13th day of April, 2020, at Walla Walla County, Washington.

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

Gregory A. Tompkins, Chairman

Attest:

James K. Johnson, Commissioner

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Commissioner

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
PROCLAIMING APRIL 12-18,
2020 AS NATIONAL PUBLIC
SAFETY TELECOMMUNICATORS
WEEK

RESOLUTION NO. **20**

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services, and when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, professional public safety telecommunicators are that vital link between the citizen or victim and the public safety provider who may apprehend a criminal, save their possessions from fire, save their life or the life of a loved one; and

WHEREAS, each year, thousands of dedicated public safety telecommunicators, better known as "dispatchers", daily serve the citizens of the United States by answering their telephone calls for police, fire and emergency medical services to dispatch the appropriate assistance as quickly as possible; and

WHEREAS, the second full week of April is dedicated to public safety telecommunicators, with National Public Safety Telecommunicators Week being observed April 12 through 18 this year; and

WHEREAS, it is appropriate to recognize the value and accomplishments of all public safety communications officers/dispatchers/telecommunicators; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring April 12-18, 2020 as National Public Safety Telecommunicators Week.

Passed this 13th day of April, 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

PROCLAMATION

WHEREAS, each year the second full week of April is recognized by the International Association of Public Safety Communications Officials as National Public Safety Telecommunicators Week; and

WHEREAS, National Public Safety Telecommunicators Week was created to raise public awareness of the hard work and dedication of Public Safety Telecommunicators, the 911 call takers, dispatchers, and other public safety telecommunications staff and center personnel who work tirelessly, often behind the scenes, to help citizens and law enforcement, fire fighters and emergency medical services responders during emergencies and times of crisis; and

WHEREAS, dedicated public safety telecommunicators daily serve the citizens of Walla Walla County by answering their requests for law enforcement, fire and emergency medical services by dispatching the appropriate assistance as quickly as possible, and the safety of our officers and fire fighters is dependent upon the quality and accuracy of information obtained by the telecommunicator and the dispatcher's activities providing radio, telephone and computer services; and

WHEREAS, professional telecommunicators are not visible as the men and women who arrive on the scene of emergencies, but provide the vital link to public safety services for the citizen or victim as part of the first responder team; and

WHEREAS, we depend upon public safety telecommunicators to notify emergency personnel and keep callers reassured and calm and provide them with guidance and support in an emergency, and recognizing National Public Safety Telecommunicators Week gives us the opportunity to thank all public safety telecommunicators who work hard every day to protect our communities; now therefore

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

APRIL 12-18, 2020 AS

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in Walla Walla County, in honor of the men and women whose diligence and professionalism keep our citizens safe.

Dated this 13th day of April, 2020, at Walla Walla County, Washington.

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

Gregory A. Tompkins, Chairman

Attest:

James K. Johnson, Commissioner

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Commissioner

COUNTY COMMISSIONERS (continued)

g) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: 4218296 through 4218508 totaling \$1,777,724.89, 4218509 through 4218510 totaling \$494.22 (travel)
- 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

a) Action Agenda Items:

- 1) Proposal 2020 04-13 DCH
Approval to extend annual
renewal of recreational Water
Facilities (Swimming Pools and
Spas) permit fees
- 2) Resolution _____ - Approving
Interagency Agreement K6567
between Washington State
Employment Security Department
and Walla Walla County
- 3) Resolution _____ - Approving
Service Agreement #20-07 between
Walla Walla County Department of
Community Health and SonBridge
Community Center
- 4) Resolution _____ - Approving
2020 Local Health Improvement
Network Agreement between Walla
Walla County and Greater Columbia
Accountable Community of Health
(GCACH)
- 5) Resolution _____ - Approving
Agreement regarding conducting
housing needs assessment between
Walla Walla County and the City of
Walla Walla

b) COVID-19 update and miscellaneous



MEMO

Date: April 13, 2020

Proposal ID: 2020 04-13 DCH

To: BOCC

From: Meghan M. DeBolt, MPH/MBA
Administrator

Intent – Gain BOCC approval to extend due date of permit fees and/or waive late fees

Topic – Annual renewal of Recreational Water Facilities (Swimming Pools and Spas)

Summary

Annual permit renewals for Recreational Water Facilities (swimming pools and spas) will be sent in May 2020. Current permits expire on 5/31/2020.

Given the current state with COVID 19 it is hard to determine if the closure of nonessential business based on the Governor's Stay Home, Stay Healthy order will carry on through May, or through the summer months. However, we think it is best to send the renewals with anticipation that the order will be lifted in time for summer activities to resume.

Renewals will go out mid-April for a May 1 payment deadline. Current county code requires a 25% late fee be applied to any applicant that has not renewed their permit by May 1 and suspension of their permit, if fees have not been paid by June 1.

Our recommendation to the BOCC, for the 2020 season, is to extend each date by one calendar month. Thus, fees would be due by June 1st without a late fee and July 1st with a 25% late fee. If the permit has not been renewed by July 1st the permit would be suspended.

Cost

No cost to county

Funding

Fees from annual permit renewals and some general funds

Alternatives Considered

1. Send out permit renewals and maintain business as usual with late fees and closures. Refunds would be issued if the business does not open. It would also possibly create a lot of work on County Staff in issuing refunds if this route were taken. The pool owners could also be upset in paying for permit fees at this time if their pool is not operating.
2. Send out renewals, but extend each date by one calendar month. Fees would be due by June 1st without a late fee and July 1st with a 25% late fee. If permit isn't renewed by July 1st, the permit would be suspended.

3. Waive all fees for this year. The problem with this option is that Environmental Health is currently 70% fee supported, by eliminating the permit fee the money to run the program would have to come from somewhere else.

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

No real benefit other than helping our permit holders in this difficult time.

Conclusion/Recommendation

Recommend doing option # 2, send out renewals but extend the due dates by one month considering the current pandemic situation.

Submitted By

Meghan DeBolt, DCH

Disposition

____ Approved

Name Department Date

____ Approved with modifications

____ Needs follow up information

Name Department Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING INTERAGENCY
AGREEMENT K6567 BETWEEN
WASHINGTON STATE
EMPLOYMENT SECURITY
DEPARTMENT AND WALLA
WALLA COUNTY

RESOLUTION NO. **20**

WHEREAS, Walla Walla County created an Accessible Community Advisory Committee (ACAC) in April 2019; and

WHEREAS, the ACAC includes representation people who experience a broad range of disabilities (hearing, vision, mobility, speech and cognitive limitations), family members of a disabled person and representatives from disability-related organizations or educational institutions knowledgeable about a variety of disabilities; and

WHEREAS, the ACAC can apply for funding for projects to improve accessibility through the Governor's Committee on Disability Issues and Employment; and

WHEREAS, the ACAC received a request from SonBridge Community Center to install an ADA accessible door to their main entrance and approved this request; and

WHEREAS, the Governor's Committee on Disability Issues and Employment approved the request as well through the Washington State Employment Security Department; and

WHEREAS, Washington State Employment Security Department has awarded Walla Walla County funding to subcontract with SonBridge Community Center to make the approved upgrades; and

WHEREAS, the County Prosecuting Attorney, Information Technology Director and Risk Manager have reviewed said contract; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said contract and any sub-contracts and authorize the Chairman to sign the same.

Passed this 13th day of April, 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

Date: April 13, 2020

To: BOCC

From: Meghan M. DeBolt, MPH/MBA
Administrator

Intent – Gain BOCC approval and signature for contract with Employment Security Department

Topic – Governors Accessible Communities Grant/Contract

Summary

Walla Walla County created an Accessible Community Advisory Committee (ACAC) in April 2019 and the ACAC includes representation people who experience a broad range of disabilities (hearing, vision, mobility, speech and cognitive limitations), family members of a disabled person and representatives from disability-related organizations or educational institutions knowledgeable about a variety of disabilities. The local ACAC can apply for funding to for projects to improve accessibility through the Governor's Committee on Disability Issues and Employment. The local ACAC has created an application process for local organizations to request funding support through the ACAC; and

The local ACAC received a request from SonBridge Community Center to install an ADA accessible door to their main entrance and approved this request. The request was also approved by the Governor's Committee on Disability Issues and Employment. The Washington State Employment Security Department (ESD), the fiscal agent the funds at the state level, has awarded Walla Walla County funding to subcontract with SonBridge Community Center to make the approved upgrades as per the attached contract.

All contractual requirements from the ESD will be passed through to SonBridge Community Center.

Cost

\$0

Funding

The cost is covered in full by the grant.

Alternatives Considered

....

Acquisition Method

...

Security

N/A

Access

N/A

Risk N/A

Benefits

....

Conclusion/Recommendation

Recommend BOCC approve the contract with the ESD and subcontract with SonBridge Community Center.

Submitted By

Disposition

Meghan DeBolt, DCH,

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

INTERAGENCY AGREEMENT K6567

BETWEEN

WASHINGTON STATE - EMPLOYMENT SECURITY DEPARTMENT

AND

WALLA WALLA COUNTY, WASHINGTON

1. INTRODUCTION

This Agreement, pursuant to Chapter 39.34 Revised Code of Washington (RCW), is made and entered into by and between the Washington State Employment Security Department, hereinafter referred to as "ESD", located at PO Box 9046, Olympia, WA 98507-9046, and Walla Walla County, hereinafter referred to as "Contractor" located at 314 West Main Street, Walla Walla, WA 99362. ESD and Contractor may be collectively referred to as the "Parties".

2. PURPOSE

With the passing of the Accessible Communities Act, the Legislature found that Washington State residents with disabilities continue to face barriers that could be easily eliminated. Through this legislation, counties have the opportunity to form county Accessible Community Advisory Committees and develop projects in their communities that will increase the disability awareness and accessibility of their county. Once these projects are developed and approved by the Governor's Committee on Disability Issues and Employment (GCDE), counties can receive funds to carry out these projects. Counties are eligible to apply for funding for other approved projects when a prior project is complete.

The purpose of this Agreement is for Contractor to install automatic door opener for SonBridge Community Center Medicaid Dental Office.

3. DEFINITIONS

- a. "CONTRACTOR" means that government agency or government entity performing services and/or providing goods under this Agreement. This includes any SUBCONTRACTOR retained by the prime Contractor as permitted under the terms of this Agreement.
- b. "SUBCONTRACTOR" means agency, firm, organization, individual or other entity other than the prime one, not in the employment of the CONTRACTOR, who is performing all or part of those services or providing all or part of the goods under this prime Agreement or a sub-agreement entered into in connection with this prime Agreement. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- c. "MATERIALS" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions.

3. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

ESD's Contract Manager shall monitor the performance and compliance of this Agreement. ESD's Contract Manager shall be responsible for the review and acceptance of the Contractor's performance, deliverables, invoices, expenses, and reports from the Contractor. ESD's Contract Manager will be the Contractor's main contact for any questions about the Agreement.

ESD Contract Manager responsible for management of this Agreement is:

Name:	Elaine Stefanowicz
Title:	Program Coordinator 3
Phone Number:	360-902-9362
E-mail:	estefanowicz@esd.wa.gov

Contractor staff member responsible for management of this Agreement is:

Name:	Nancy Wenzel
Title:	Administrative Support Supervisor
Phone Number:	509.524.2650 x 2660
E-mail:	DCHContractsBilling@co.walla-walla.wa.us

4. STATEMENT OF WORK

Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in the *Statement of Work*, attached and incorporated as Exhibit A.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution and end one (1) year from the date of execution unless terminated sooner as provided herein. ESD reserves the right to extend the Agreement for up to one (1) additional one year term by mutual written consent of both parties. The total duration of this Agreement, including extensions, will not exceed two years.

6. REPORTING

The Contractor shall provide the ESD Contract Manager monthly status report(s) on Agreement performance. Reports may be submitted via email to the ESD contract manager.

7. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$2,984.86. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the

commencement of any work which will cause the maximum payment to be exceeded.

Compensation for services shall be in accordance with the budget attached and incorporated as Exhibit B.

The Contractor shall be entitled only to compensation for expenses incurred during the contract period for work accomplished as provided in this Agreement.

The Contractor will not be reimbursed for any travel expenses.

8. BILLING PROCEDURE

The Contractor shall submit invoices monthly or upon completion of the project for services performed under this Agreement on an Invoice Voucher (Form A-19), or similar invoice. Invoices shall include such information as is necessary for ESD to determine the exact nature of all expenditures, and goods or services provided to and received by ESD. ESD must receive all invoices no later than 30 days from the end of the period of performance. Failure by the Contractor to submit the bill by the date specified above may result in non-payment. ESD shall pay the Contractor for completed and approved work within thirty (30) days of receipt of invoice.

Each invoice will clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER ESD CONTRACT NUMBER **K6567**" The invoice document shall be submitted to:

Employment Security Department
Attention: Vendor Payments
PO Box 9046
Olympia, WA 98507

Or one electronic copy of invoice document to:
VendorPayments@esd.wa.gov

It is understood and agreed by and between ESD and the Contractor that the Contractor's payment is conditioned upon satisfactory performance and acceptance by ESD. ESD reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by ESD.

No payment in advance or in anticipation of services or supplies to be provided by this Agreement shall be made by ESD.

9. AMENDMENTS

This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

11. ASSURANCES

- a. Parties agree that all activity pursuant to this Agreement will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.
- b. Contractor assures ESD that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement.
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iii. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - iv. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
 - v. The Americans with Disabilities Act of 1990

12. COPYRIGHT PROVISIONS

- a. Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by ESD. ESD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to ESD effective from the moment of creation of such Materials. This includes the right to copyright, patent, register and the ability to transfer these rights.
- b. For Materials that are delivered under this Agreement, but that incorporate preexisting Materials not produced under this Agreement, Contractor hereby grants to ESD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to ESD.
- c. In cases where such Materials have been purchased with federal funds, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:
 - i. The copyright in any work developed under a contract; and
 - ii. Any rights of copyright to which a contractor purchases ownership with contract funding support.

13. DEBARMENT AND SUSPENSION

By executing this Agreement, Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98. Contractor certifies that it will not

contract with a Subcontractor that is debarred or suspended.

14. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration. Either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

15. DUPLICATION OF BILLED COSTS

Contractor shall not bill ESD for costs if Contractor is being paid by another funding source for these same costs.

16. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this Agreement shall be the same as execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this Agreement shall be the same as delivery of an original.

17. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County. All parties agree to the exclusive jurisdiction of such court and waive any right to challenge jurisdiction or venue.

18. INCORPORATED DOCUMENTS

The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A - Statement of Work
- Exhibit B - Budget

19. INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

20. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

21. INSURANCE REQUIREMENTS

Parties warrant they will maintain insurance, such as, but not limited to, self insurance, throughout the duration of this contract that protects against such losses, risks, and any damage claims that might result from performing under this contract. Said insurance must be for such amounts as are prudent and customary for a government entity.

22. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement
- c. Statement of Work; *and*
- d. Any other provisions of the Agreement, including materials incorporated by reference.

23. RECORDS MAINTENANCE

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- b. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose, or make available, this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

24. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement provided that the remaining provisions can be given effect without the illegal or invalid provision.

25. SIGNATURE AUTHORITY

- a. This Agreement, any alteration, amendment, modification, or waiver of any clause or condition of is not effective or binding unless made in writing and signed by the Commissioner of ESD or any ESD authorized representative that has been given delegated authority prior to signing.
- b. Contractor represents and warrants that the person executing this Agreement on its behalf has the full right and authority to fully commit and bind Contractor.

26. SUBCONTRACTING

- a. The Contractor shall not subcontract work or services contemplated under this Agreement and/or use an outside consultant except as provided for in the Statement of Work without obtaining the prior written approval of ESD. Contractor acknowledges that such approval for any subcontract does not relieve the Contractor of its obligations to perform hereunder. ESD retains the authority to review and approve or disapprove all subcontracts. At ESD's request, the Contractor will forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.
- b. For any proposed Subcontractor the Contractor shall:
 - i. Be responsible for Subcontractor's compliance with these General Terms and Conditions and the subcontract terms and conditions; and
 - ii. Ensure that the Subcontractor follows ESD's reporting formats and procedures as specified by ESD.

27. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

28. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

29. TERMINATION FOR FUNDING REASONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the affected party may unilaterally terminate this Agreement. Written notification of termination shall be mailed return receipt requested. Such action is effective upon receipt of the written notification.

30. USE AND DISCLOSURE OF INFORMATION

Contractor shall not disclose or misuse any private and confidential information obtained under this Agreement unless the disclosure is authorized by law and directly connected to the official purpose for which the information was obtained. The misuse or unauthorized release of private and confidential information shall subject Contractor, its employees or agents to a civil penalty of five thousand dollars (\$5,000) and other applicable sanctions under state and federal law. (RCW 50.13.060[13] and 50.13.080[3]).

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

32. ALL WRITINGS CONTAINED HEREIN

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms contained in the text of this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Walla Walla County

Washington State
Employment Security Department

Signature Date

Gregory A. Tompkins
Name

County Commissioner, Chairman
Title

Signature Date

Elizabeth Gordon
Name

Executive Director, GCDE
Title/Division

Exhibit A
Statement of Work

WALLA WALLA COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

1. Project

Upgrade the current manual reception entrance door at the SonBridge Community Center Medicaid dental clinic with an ADA compliant door with electrical opening and closing.

2. Overview

The door being upgraded is the primary entrance for disabled clients accessing the Medicaid dental clinic. It is the primary entrance for clients accessing social services such as utilities support, employment support, and eviction prevention. This will provide accessible services to the disabled who are a disproportionate part of our clients. Disabled clients will be able to access our services without additional personnel assistance being required. Additionally, persons with disabilities will benefit from increased awareness of disability issues, improved access, inclusion and acceptance in Walla Walla County.

An electrician has agreed to join in this project and donate the work necessary to power the door. This person has already been recruited. A SonBridge volunteer has agreed to provide locksmith services necessary to upgrade the lock mechanism.

This upgrade is for one door only in the SonBridge Community Center. This does not make all doors in facility accessible.

3. Timeline

It will take approximately 7 weeks to complete the project from the time the door is ordered.

Milestone	Time
Order door closer from vendor	1 day
Order electrical install	1 day
Wait for closer installation	5 weeks
Electrical install	1 week
Closer install	1 day
Testing and training	1 day

4. Resources required

- ADA Door
- Replacement of goods damaged by others
- Electrician
- Locksmith Services

5. **Cost**

\$2,954.86

Costs is for the budget in Exhibit B. A volunteer will provide the locksmith services at no charge.

Exhibit B
Budget

WALLA WALLA COUNTY

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE (ACAC)

Costs:

1 each Record USA automatic swing door operator for 42" left hand door being dark bronze finish with wireless push buttons	\$ 2,695.00
Misc. wires and connectors for electrical Connection	50.00
Sales Tax	239.86
Total:	\$ 2,984.86

A volunteer will provide the locksmith services at no charge.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
SERVICE AGREEMENT #20-07
BETWEEN WALLA WALLA
COUNTY DEPARTMENT OF
COMMUNITY HEALTH AND
SONBRIDGE COMMUNITY
CENTER



RESOLUTION NO. **20**

WHEREAS, Walla Walla County Department of Community Health has proposed Service Agreement #20-07 with SonBridge Community Center for services relative to installing an ADA accessible door to the main entrance; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; and

WHEREAS, the County Prosecuting Attorney has 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 the Chair of the Board, or Vice-Chairman, in the absence of the Chairman to sign the same.

*Passed this 13th day of **April, 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 #20-07

between

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

And

SONBRIDGE COMMUNITY CENTER

This Agreement is entered into by and between Walla Walla County Department of Community Health, hereinafter "County," and SonBridge Community Center, hereinafter "Contractor," for services relative to installing an ADA accessible door to their main entrance 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 –Scope of Work

Exhibit B – Budget

Performance Period: The terms of this Agreement shall commence on the date of execution and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate one (1) year from the date of execution.

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 \$2,954.86.

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:

Chairman/Vice-Chairman Date
Walla Walla County Board of
Commissioners
c/o Department of Community Health
314 W. Main
P.O. Box 1753
Walla Walla, WA 99362
Phone: (509) 524-2650 Fax: (509) 524-2642

Authorized By Date

Print Name & Title of Person Signing

Telephone Number / Email Address: _____

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

Social Security or Business Tax ID#: _____

CFDA# (if applicable): _____

UBI#: _____

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 X- 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 (10th) 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.
 - 3.1.1. Claims for reimbursement shall be submitted to the Department of Community Health via the Budget and Expenditure Workbook (Exhibit C), with the appropriate reporting forms.
 - 3.1.2. Submitting a Final Payment Request will signify that the Contractor certifies under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the County of Walla Walla and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and the claim is just, due and unpaid obligation against the County of Walla Walla and that I am authorized to authenticate and certify to said claim.
 - 3.1.3. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.1.4. 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.
 - 3.2. 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.
4. **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 County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and any subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements. 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 and endorsements 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. **[reserved]**
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; 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.

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. Subcontracting

25.1. Contractor may, without prior notice to County, subcontract with agencies specifically identified in the Statement of Work. For subcontracts with an agency, person, partnership, corporation or governmental entity **not** identified in the Statement of Work, Contractor shall obtain written approval from County at least forty (40) days prior to the proposed effective date of a new or amended subcontract.

25.1.1. Contractor shall be responsible for the acts and omissions of its subcontractors.

25.1.2. For the purpose of this Agreement, vendors used regularly by Contractor are not subcontractors.

25.1.3. A personal services contract between Contractor and an individual does not require prior approval by County.

25.2. All subcontracts entered into by Contractor for performance of services defined herein shall be in writing and shall contain language substantially as provided in the following sections of this agreement:

- | | |
|-------------------------------------|---|
| • Accounting | • Insurance |
| • Background Checks | • Licensure and Bonding |
| • Compliance with Applicable Law | • Non-discrimination in Client Services |
| • Confidentiality | • Records |
| • Conflict of Interest | • Record Maintenance and Retention |
| • Definitions | • Reporting |
| • Debarment Certification | • Treatment of Property |
| • Indemnification and Hold Harmless | • Subcontracting |
| • Independent Audit | • Subrecipient |
| • Inspection | |

- 25.3. County reserves the right to inspect and approve any subcontract document. In the event of subcontract inspection by County, approval will be assumed unless County informs Contractor that the subcontract is disapproved within forty (40) calendar days of receipt of the subcontract document by County.

26. Subrecipients

- 26.1. General. If Contractor is a subrecipient of federal awards as defined by the Office of Management and Budget's (OMB's) Uniform Guidance and this Agreement, Contractor shall:
- 26.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - 26.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - 26.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - 26.1.4. Incorporate the OMB's Uniform Guidance audit requirements into all agreements between the Contractor and its subcontractors who are subrecipients;
 - 26.1.5. Comply with any future amendments to the OMB's Uniform Guidance and any successor or replacement Circular or regulation;
 - 26.1.6. Comply with the applicable requirements of the OMB's Uniform Guidance and any future amendments to the OMB's Uniform Guidance, and any successor or replacement Circular or regulation; and
 - 26.1.7. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)
- 26.2. Single Audit Act Compliance. If Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Contractor shall:
- 26.2.1. Submit to County the data collection form and reporting package specified in the OMB's Uniform Guidance, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - 26.2.2. Follow-up and develop corrective action for all audit findings; in accordance with the OMB's Uniform Guidance, and prepare a "Summary Schedule of Prior Audit Findings."
- 26.3. Overpayments. If it is determined by County, or during the course of the required audit, that Contractor has been paid unallowable costs under this Agreement, County may require Contractor to reimburse County in accordance with the OMB's Uniform Guidance.

- 27. 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.

28. **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.

28.1. 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.

28.2. 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.

28.3. 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.

28.3.1. 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.

28.3.2. 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.

28.3.3. 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.

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

29.1. 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

- 29.2. 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.
 - 29.3. 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.
 - 29.4. 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.
30. 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.
31. **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 A
STATEMENT OF WORK

Contractor Name: SonBridge Community Center

Agreement Number: 20-07

Contract Period: One year, upon execution

1. Purpose:

The purpose of this Agreement is for Contractor to install automatic door opener for SonBridge Community Center Medicaid Dental Office.

2. Project:

Upgrade the current manual reception entrance door at the SonBridge Community Center Medicaid dental clinic with an ADA compliant door with electrical opening and closing.

3. Overview:

The door being upgraded is the primary entrance for disabled clients accessing the Medicaid dental clinic. It is the primary entrance for clients accessing social services such as utilities support, employment support, and eviction prevention. This will provide accessible services to the disabled who are a disproportionate part of our clients. Disabled clients will be able to access our services without additional personnel assistance being required. Additionally, persons with disabilities will benefit from increased awareness of disability issues, improved access, inclusion and acceptance in Walla Walla County.

An electrician has agreed to join in this project and donate the work necessary to power the door. This person has already been recruited. A SonBridge volunteer has agreed to provide locksmith services necessary to upgrade the lock mechanism.

This upgrade is for one door only in the SonBridge Community Center. This does not make all doors in facility accessible.

- 4. Timeline:** It will take approximately 7 weeks to complete the project from the time the door is ordered.

Milestone	Time
Order door closer from vendor	1 day
Order electrical install	1 day
Wait for closer installation	5 weeks
Electrical install	1 week
Closer install	1 day
Testing and training	1 day

5. Resources Required

- a. ADA Door
- b. Replacement of goods damaged by others
- c. Electrician

d. Locksmith Services

6. Cost: \$2,954.86

a. Costs is for the budget in Exhibit B.

b. A volunteer will provide the locksmith services at no charge.

7. Project timeline: Door will be installed no later than January 1, 2021.

8. Contractor is responsible for all permitting, including City building permits and Labor and Industries electrical permits. Invoices must show permits issued and certified verifications of payment issued to any subcontractors/laborers/material providers.

9. Ownership and future maintenance of the door and any other installations shall be the responsibility of Contractor.

**Exhibit B
BUDGET**

Contractor Name:	SonBridge Community Center		
Agreement Number:	20-07	Contract Period:	One year, upon execution.

Line Item/Description	Award
Program Supplies	\$2,984.86
TOTAL:	\$2,984.86

Funded By: Employment Security Department, though the ACAC

Allowable Expenditures: From ESD Contract

Costs:

1 each Record USA automatic swing door operator for 42" left hand door being dark bronze finish with wireless push buttons	\$ 2,695.00
Misc. wires and connectors for electrical Connection	50.00
Sales Tax	239.86
Total:	\$ 2,984.86

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING 2020 LOCAL
HEALTH IMPROVEMENT
NETWORK AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND GREATER
COLUMBIA ACCOUNTABLE
COMMUNITY OF HEALTH
(GCACH)

RESOLUTION NO. 20

WHEREAS, Walla Walla County is part of the Healthcare Authority sponsored Greater Columbia Accountable Community of Health (GCACH); and

WHEREAS, the GCACH is working with counties to meet local health needs; and

WHEREAS, the GCACH has offered a contract of \$30,000 per year for Walla Walla County Department of Community Health (DCH) to serve as a Local Health Improvement Network (LHIN); and

WHEREAS, the LHIN falls under the DCH and the DCH works to meet contract deliverables; and

WHEREAS, the DCH convenes as a community health partnership monthly and works with GCACH to share and promote the ACEs Resilience Campaign; and

WHEREAS, the DCH also conducts a Community Health Assessment every three years and creates a Community Health Improvement Plan which is updated annually; and

WHEREAS, the County Prosecuting Attorney, Information Technology Director and Risk Manager have reviewed said contract; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said contract and any sub-contracts and authorize the Chairman to sign the same.

Passed this 13th day of April, 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

Date: April 13, 2020

To: BOCC

From: Meghan M. DeBolt, MPH/MBA
Administrator

Intent – Gain BOCC approval and signature for contract with Greater Columbia Accountable Community of Health (GCACH)

Topic – Local Health Improvement Network (LHIN)

Summary

Walla Walla County is part of the Healthcare Authority sponsored Greater Columbia Accountable Community of Health (GCACH). The GCACH is working with counties to meet local health needs and has offered a contract of \$30,000 per year for Walla Walla County Department of Community Health (DCH) to serve as a Local Health Improvement Network (LHIN).

The LHIN falls under the DCH and the DCH works to meet contract deliverables. To meet these, the DCH convenes as a community health partnership monthly and works with GCACH to share and promote the ACEs Resilience Campaign. In addition, the DCH also conducts a Community Health Assessment every three years and creates a Community Health Improvement Plan which is updated annually.

Cost

\$0

Funding

\$30,000

Alternatives Considered

....

Acquisition Method

...

Security

N/A

Access

N/A

• • • •

• • • •

DOI: 10.1002/for

2020 LOCAL HEALTH IMPROVEMENT NETWORK AGREEMENT

THIS LOCAL HEALTH IMPROVEMENT NETWORK AGREEMENT (“Agreement”) is entered into by and between the Greater Columbia Accountable Community of Health, a Washington nonprofit corporation (“GCACH”) and Walla Walla County Department of Health, a Washington professional service corporation (“LHIN”).

RECITALS

- A. GCACH is a Washington nonprofit corporation operated exclusively for charitable and educational purposes under 501(c)(3) of the Internal Revenue Code. GCACH collaborates with a regional coalition of stakeholders and partners to address health issues through community and healthcare.
- B. The purpose of this Agreement is to formally recognize, resource, and evaluate the impact of cross-sector alignment, partnership, and commitments to improve health and lower costs in communities across the GCACH region. Recognizing health and health care are local, a collaborative community approach is necessary in order to achieve GCACH’s aims of better health, better care, and lower costs. No single sector or organization in a community can create transformative, lasting change in health and health care alone; and clinical, community, and government entities must coordinate their efforts and actions around clearly defined goals that support whole-person health. Local Health Improvement Networks will provide local engagement and cross-organizational assistance toward achieving a Culture of Health in their community.

The relationship of the parties under this Agreement is that of an independent contractor. In all matters relating to this Agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein

DEFINITIONS

The following terms may be used in this Agreement or may be otherwise applicable to the attachments.

- A. “Authorized Representative” refers to the individual(s) of GCACH and his/her delegates within the Agency authorized to execute this Agreement on behalf of GCACH.
- B. “Charter” refers to establishment of a local branch or chapter.

- C. “Community Resilience Campaign” refers to the regional campaign GCACH is conducting to build community resilience by raising awareness of Adverse Childhood Experiences (ACEs) and the effects they have on physical and mental health and how resilience helps mitigate and revert them.
- D. “Culture of Health” creating a society that gives all individuals an equal opportunity to live the healthiest lives possible, whatever their ethnic, geographic, racial, socioeconomic, or physical circumstances.
- E. “Effective Date” refers to the first date this Agreement is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Agreement.
- F. “Financial Stability” refers to the ability to facilitate and develop use of funds in a responsible manner.
- G. “Health Priorities” refers to preferentially rated health-related activities or conditions that are used in establishing health planning goals.
- H. “Network” refers to a group of system of interconnected people or things.” Subrecipient” refers to a contractor operating a program receiving funds and having the authority to determine both the services rendered and disposition of program.
- I. “Sub recipient” refers to a contractor operating a program receiving funds and having the authority to determine both the services rendered and disposition of the program.”
- J. “Successor” refers to any entity which, through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumed burdens of the first contractor/vendor.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. PERIOD OF PERFORMANCE/TERMINATION

This Agreement shall remain in full force and effect from the Effective Date until the completion date December 31, 2020. Either party may terminate this Agreement within fourteen (14) days of written notification to the other party.

The LHIN understands that the funding for this Contract has been and will be based upon the complete performance of this Agreement by the LHIN. The LHIN understands and agrees that the damages suffered by GCACH are difficult if not impossible to estimate on the effective date of this Agreement. In the event of LHIN's breach or abandonment of this Contract, GCACH may thereupon and without further notice, terminate this

Agreement. GCACH without waiving any other remedies available to it, may retain any monies otherwise due to LHIN under this Agreement.

2. PAYMENT DISTRIBUTION AND MILESTONES

Payment for all Milestones shall be made to the LHIN upon satisfactory completion of the Milestones as determined by GCACH. Awarded funds under this agreement must be used solely related toward the purpose of this funding.

GCACH shall not be obligated to pay the LHIN for its Milestone achievements or the Milestone achievements until GCACH is satisfied that the Milestone has been satisfactory completed.

GCACH ensures that all Funding transferred to the LHIN are not federal funds and are otherwise eligible to be used as the non-federal share of Medicaid expenditures consistent with 42 CFR 433.51, by providing funds only from sources that GCACH has approved as allowable sources. The LHIN shall maintain records to document the source of transferred funding and furnish such records to GCACH as requested.

3. ALLOWABLE COSTS

Expenditures used for the purposes of this Agreement shall be reviewed by GCACH through a budget documented "LHIN Budget Template" attached as Exhibit-D and incorporated here by this reference. The LHIN Budget Template shall be completed by the LHIN. "Non-allowable Expenditures", attached as Exhibit-C and incorporated here by this reference, shall be prohibited if not consistent therewith. GCACH reserves the right to review any and all transaction expenses with regard to funding. The LHIN shall maintain complete financial records relating to this Agreement and services rendered by the LHIN. If Non-Allowable Costs are identified during the performance of this Agreement and within ninety (90) days after the completion date, such Non-Allowable Costs shall be excluded from any payment to the LHIN. GCACH reserves the right to offset funding that is been used on Non-Allowable Costs and reallocate the same to the LHIN upon receiving a revised budget.

4. RESPONSIBILITIES OF LHIN

The LHIN shall be responsible for completing the Milestones outlined under the Exhibit-B "Milestone Reporting Schedule" incorporated here by this reference.

In the event LHIN has a change in its legal status, organizational structure or fiscal reporting, the LHIN shall notify GCACH of such change within thirty (30) days before such change takes effect. Unless otherwise specified in this Agreement, any and all expenses incurred by the LHIN during the performance of this Agreement are the responsibility of the LHIN.

5. RESPONSIBILITIES OF GCACH

Leading regional health assessments, and creating a well-designed and inclusive community planning process for health improvement.

Planning, implementing, and overseeing regional health improvement projects, coordinating project applications, receiving and distributing State funds to partners to carry out transformation projects, and reporting on progress.

Keeping LHINs informed of developments in the Medicaid Demonstration Program, and other local initiatives that may be of regional interest.

GCACH shall be responsible for distributing payments, providing technical assistance that supports the LHIN in achieving success under this Agreement. Unless otherwise specified within this Agreement, any and all expenses incurred by GCACH during the performance of this Agreement are the responsibility of GCACH.

6. REPRESENTATIONS AND WARRANTIES

The LHIN represents that the LHIN is familiar with, shall be governed by and shall comply with all Federal, State and local statutes, laws, ordinances and regulations including amendments and changes as they occur. The LHIN certifies that the LHIN and any and all personnel employed or engaged by the LHIN: are presently authorized to do business in Washington State and have the authority and possess all licenses to enter into this Agreement; are not presently, and will not be in the future, suspended, ineligible or disbarred wherein they would be unable to assist or perform under this Agreement; are not under investigation, have not been charged or convicted of fraud or a criminal offense in connection with obtaining, and attempting to obtain, or performing a public transaction or contract under a public transaction; have never been accused or convicted of any crime of dishonesty, moral turpitude or violence; are not in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a government entity with the commission of any offenses enumerated above and have not, within a three (3) year period preceding this Agreement, had one or more public transactions terminated for cause or default.

7. INSURANCE

The LHIN shall maintain, at the LHIN's sole expense, general liability insurance from the effective date until the completion date. The minimum insurance shall be \$1,000,000.00 per occurrence, and the LHINs' insurer shall notify GCACH in the event the LHIN's insurance will be canceled. The LHIN shall provide a Certificate of Insurance to GCACH not later than the effective date and shall, upon reasonable notice, provide GCACH adequate assurances of continuing coverage during the performance of the Agreement. The LHIN is self-insured or insured through a risk pool and shall pay for losses for which it is found liable.

8. INDEMNITY

Each party shall defend, indemnify and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs and expenses (including without limitation attorney's fees, accounting fees, investigation costs, etc.) alleged or incurred arising out of or related to any operations, acts or omissions of the indemnifying party, or any of its employees, agents and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying parties obligations under this Agreement. The prompt notice must be given of any claim, and the party was providing the indemnification will have control of any defense or settlement.

9. PRIVACY

Any Personal Information collected, used required in connection with this Agreement shall be used solely for the purposes of this Agreement, and shall not be released, divulge, published, transferred, sold or otherwise made known to unauthorized third parties. The LHIN agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to Personal Information. GCACH reserves the right to monitor, review or investigate the use of Personal Information collected, used required by LHIN through this Agreement. The monitoring, auditing or investigating by GCACH may include, without limitation "salting" (the act of placing a record containing unique with false information in a database that can be used later to identify inappropriate disclosure of data contained in the database). LHIN shall certify return or destruction of all Personal Information not later than the completion date. A breach of this provision shall constitute a material breach, thereafter resulting in the immediate termination of this Agreement and the right for GCACH to demand the immediate return of any and all personal information. LHIN agrees to defend, indemnify and hold GCACH harmless from any and all damages arising out of or related to LHINs unauthorized use of Personal Information. For purposes of this provision, "Personal Information" includes, without limitation, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of government services or other activities, names, addresses, telephone numbers, Social Security numbers, driver's license numbers, financial programs, credit card numbers, and financial identifying numbers.

10. NONDISCRIMINATION

Both parties shall strictly comply with applicable federal, state and local civil rights laws and shall not discriminate on the basis of race, color, national origin, age, disability or sex, or other protected status.

11. FORCE MAJEURE

Any delay or failure of performance by either party shall not constitute a default if such delay or failure was unforeseeable and beyond the control of a party, including Acts of God

or the public enemy, fire or other casualty for which a party is not responsible, quarantine or epidemic, strike or defensive lockout, severe weather conditions, commercial impracticability, and loss of Funding (collectively, "Force Majeure"). Conditioned upon the LHIN having no contributory fault, the LHIN shall be entitled to an adjustment in milestone performance date(s), completion date directly attributable to any act of Force Majeure upon reasonable request, however shall not be entitled to an adjustment to any payment resulting from an act of Force Majeure.

12. DEBARMENT

By signing this Agreement, the LHIN certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The LHIN agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify the Health Care Authority (HCA) if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

13. MISCELLANEOUS

Time is specifically declared to be of the essence. This Agreement was drafted by GCACH's attorney, Albert Coke Roth III, Esq. This Agreement shall be interpreted without favor to LHIN as the non-drafting party. The parties agree to cooperate fully in all matters related to or arising out of this Agreement. This Agreement shall be considered at "arms-length" and not be construed as if one of the parties had an advantage. To the extent not expressly prohibited herein, this Agreement shall inure to and be binding upon the heirs, successors and assigns of the respective parties hereto. Waiver by either party of a breach of any covenant, agreement or undertaking contained herein shall be made only by written waiver, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach of the same covenant, agreement or undertaking. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise, and the provisions for any remedy in this Agreement, shall not exclude any other remedy. The Parties execute this Agreement solely as parties to a contract. No corporation, partnership, limited partnership, joint venture or joint undertaking shall be construed from these presents, and no third party may rely upon any provision of this Agreement for its direct benefit. This Agreement is deemed entered into in the State of Washington and shall be governed under the laws of the State of Washington. Notwithstanding the stipulation to resolving disputes in accordance with Section 17 below, this transaction shall be deemed to have occurred in Benton County, Washington. If any party is in default, the defaulting party shall reimburse the non-defaulting parties for all notices, demand letters and collection costs, including attorney's fees and costs. The parties agree that this Agreement is the entire Agreement between the parties, that each and every section of this Agreement was read, understood and fairly bargained for, and that all preceding and contemporaneous oral and written statements, representations and warranties, whether consistent or inconsistent herewith, are agreed to be of no force and effect unless expressly stated herein.

This Agreement shall only be supplemented or modified in a signed writing by both parties. All exhibits, recitals, references to extrinsic documents, occurrences and situations, attachments and schedules are hereby incorporated herein by this reference as if fully set forth herein. The Parties agree that their signatures and notary acknowledgments that are faxed to each other shall, when accumulated, operate as originals. This Agreement may be executed in counterparts.

14. NOTICES

Any Notices or other communications shall be in writing and shall be considered to have been duly given on the earlier of (1) the date of actual receipt or sent via Electronic Transmission, or, (2) three days after deposit in the first-class certified U.S. mail, postage prepaid, return receipt requested:

If to GCACH, to: Becky Kolln
Director of Contracts and Finance
8836 W. Gage Blvd Suite 202A
Kennewick, WA 99336
bkolln@gcach.org

If to LHIN, to: Meghan Debolt
509-524-2650 ext. 2655
mdebolt@co.walla-walla.wa.us

15. AMENDMENT

This Agreement may be amended at any time prior to the completion date by written instrument executed by the parties hereto.

16. PUBLIC STATEMENTS

The LHIN and GCACH shall not make any public statements, including, without limitation, any press releases, fliers, signage, etc., with respect to this Agreement and the transactions contemplated hereby, without the prior consent of the other party (which consent may not be unreasonably withheld), except as may be required by law.

17. DISPUTE RESOLUTION

All claims and disputes relating to or arising out of this Agreement that are less than the jurisdictional limit shall be filed in the Small Claims Division of the Benton County, Washington, District Court with waiver of the provisions of RCW 12.40.080, meaning that the parties may be represented by legal counsel. The Parties hereby knowingly and voluntarily waive any right to appeal on any Small Claims judgment, including, without

limitation, alleged procedural errors. All claims and disputes related to or arising out of this Agreement in excess of the jurisdictional limit or involve equitable remedies, shall be subjected to binding and non-appealable arbitration as the sole and exclusive remedy. If the parties cannot agree on an arbitrator, the Presiding Judge of the Benton County, Washington Superior Court shall appoint an arbitrator versed in the subject matter of the claim or dispute, which arbitrator need not be a lawyer unless legal interpretation of the Agreement is required. If the arbitrator is a lawyer, the arbitrator may engage the services of any expert to ascertain specialized factual determinations. Substantive discovery shall be allowed in the sole discretion of the arbitrator. The arbitration shall commence not later than ninety (90) days after an arbitration demand. The arbitrator may award damages and injunctive relief and may register a judgment in the court of competent jurisdiction in Benton County, Washington including judgment by default. In any suit, arbitration, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of the parties hereto, the most prevailing party shall be entitled to recover from the other party reasonable sums as attorney fees and costs.

18. ELECTRONIC TRANSMISSION CONSENT

By their signatures below, the parties hereby agree and consent to receive Notices by way of Electronic Transmission to the email addresses set forth therein. Any party can reject such consent upon 30-day's Notice as set forth therein. Upon change of email address, it shall be the obligation of the changing party to notify the other party of an email address change.

19. In the event funding from any source is withdrawn, reduced, or limited in any way after the date this Agreement is signed and prior to the termination date, GCACH may, in whole or in part, suspend or terminate the Agreement upon fifteen (15) calendar days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. At GCACH's sole discretion the Agreement may be renegotiated under the revised funding conditions. If this Agreement is so terminated or suspended, GCACH shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date.

APPROVAL

This Contract is executed by the persons signing below, who warrant that they have the authority to execute it.

GREATER COLUMBIA ACCOUNTABLE
COMMUNITY OF HEALTH

WALLA WALLA COUNTY DEPARTMENT
OF HEALTH

By: Carol Moser

Its: Executive Director

Date: _____

By: _____

Its: _____

Date: _____

EXHIBIT "A"
SCOPE OF WORK

The LHIN shall participate in the finalization of the required activities to guarantee both the recipient and GCACH are mutually benefiting from the activities. The LHIN shall complete all project activities, set forth below.

The responsibilities and expectations of the LHIN are as follow but not all inclusive:

Collaborate and partner with various sectors respective to selected projects and locations by forming or continuing a grouping of individuals (i.e. Councils, Committees, Boards, Panels, Chambers, etc.). This grouping of individuals is limited to direct healthcare providers as 50% of membership. The remainder of the group may contain sectors such as public health, education, clinical, public safety, social services, long-term care, housing, managed care, law enforcement, transportation, faith-based organizations, philanthropy, long-term care, early learning, etc.

- A. Submit a report to GCACH describing how the funding from the 2020 contract was utilized by the LHIN.
- B. The LHIN shall collaborate in the manner and extent possible, based on the needs and resources available in its communities, to promote the Community Resilience Campaign as well as help identify ACEs/Resilience training partners and trainees within the systems that serve children and families. The LHIN shall also help coordinate these trainings as the need requires.
- C. Convene with local stakeholders, delivery system providers, and local governments on a regular basis (No less than four (4) times per year) and communicate to communities about Accountable Community of Health (ACH) activities.
 - 1. Provide updated progress of implementation by the providers and provide meeting minutes to GCACH.
 - 2. Share information bi-directionally including membership rosters and attendance.
 - 3. Meetings shall be open to the public and advertised in a manner that is easily available to the public being served. (Example: Social media platform, Local newspaper or radio advertisement, Poster/flyer placed in a public area)
- D. Facilitate a collaboration with WIN 211 to update their local community resource directory on an annual basis.
- E. The LHIN shall invite elected officials (local, county, state) and community leaders to participate in LHIN discussions to learn about the issues affecting the Medicaid residents in their communities, and how the LHIN and GCACH are impacting these issues.

- F. Identify and review the resources in the community that strengthen the local health care delivery system such as housing, transportation, nutrition programs, support groups, resiliency building programs, etc.
- G. Align and collaborate local health improvement activities as necessary to complement initiatives and programs of the GCACH.
 - 1. Assist GCACH in identifying priority healthcare workforce needs in their communities through a survey tool or some form of assessment methodology such as the semi-annual Sentinel Network survey.
 - 2. Share with GCACH information regarding local events, programs and training materials pertinent to accomplishing mutual goals, such as the Community Resilience Campaign.
- H. Participate in the Leadership Council governance structure of the GCACH by:
 - 1. Designating a liaison who has the authority to speak on your behalf to interface with the GCACH Leadership Council and staff.
 - 2. Participate actively as a formal representative to the GCACH Leadership Council meetings in person or over teleconference for at least 2/3 of all meetings or designate a proxy when needed.
- I. Participate in quarterly LHIN Leadership Conferences facilitated by GCACH for collaborative purposes.
- J. LHIN leadership shall present in person a report describing current, past, and future activities as well as the progress in completing deliverables. The report will be presented at a Leadership Council Meeting in the fourth quarter of 2020.
- K. Fiscal sponsor must maintain an administrative and financial management system consistent with generally accepted accounting principles (GAAP) and meet the requirements set forth below:
 - 1. Proof of financial stability through annual financial reports provided to GCACH no later than January 31, 2021.
 - 2. Submit a use of funding report to GCACH no later than January 31, 2021.

EXHIBIT "B"

MILESTONE REPORTING SCHEDULE

Completion date: March 31, 2020	Payment
<ol style="list-style-type: none"> 1. Collaborate with the Community Resilience Campaign 2. Monthly GCACH Leadership Council Meeting attendance 3. Q1 LHIN Leadership Meeting participation 4. Submit meeting minutes, rosters and attendance 5. Submit a budget for 2020 	\$10,000
Completion date: June 30, 2020	
<ol style="list-style-type: none"> 1. Collaborate with the Community Resilience Campaign 2. Monthly GCACH Leadership Council Meeting attendance 3. Q2 LHIN Leadership Meeting participation 4. Submit meeting minutes, rosters and attendance 	\$5,000
Completion date September 30, 2020	
<ol style="list-style-type: none"> 1. Collaborate with the Community Resilience Campaign 2. Monthly GCACH Leadership Council Meeting attendance 3. Q3 LHIN Leadership Meeting participation 4. Submit meeting minutes, rosters and attendance 	\$10,000
Completion date January 31, 2021	
<ol style="list-style-type: none"> 1. Collaborate with the Community Resilience Campaign 2. Monthly GCACH Leadership Council Meeting attendance 3. Submit meeting minutes, rosters and attendance 4. Present LHIN report (October) 5. Proof of financial stability 6. 2020 use of funding report 	\$5,000.00

Payment shall be made to the LHIN upon satisfactory completion of the items listed in this Milestone Reporting Schedule.

EXHIBIT “C”
NON-ALLOWABLE EXPENDITURES

The following list of non-allowable expenditures is subject to change. LHINS are not permitted to duplicate or supplant other federal or state funds with LHIN funds. Several sources were reviewed to develop this list of non-allowable expenditures, including current state and federal funding guidance and other program guidance.

- Alcoholic Beverages
- Debt restructuring and bad debt
- Defense and prosecution of criminal and civil proceedings, and claims
- Donations and contributions
- Entertainment
- Capital expenditures for general purpose equipment, building and land, except for:
 - Costs for ordinary and normal rearrangement or alteration of facilities
- Fines and penalties
- Fund raising and investment management costs
- Foods or services for personal use
- Idle facilities and idle capacity
- Interest expense
- Lobbying
- Memberships and subscription costs
- Patent costs

All costs must be considered reasonable.

Reasonable Costs

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration must be given to:

- a.) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the entity or the proper and efficient performance of the award.
- b.) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state and other laws and regulations; and terms and conditions of the award.

EXHIBIT "D"
LHIN BUDGET TEMPLATE

Planned Use of Funding	Planned Budget
TOTAL:	\$

Actual Use of Funding	Actual Cost
TOTAL:	\$

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
AGREEMENT REGARDING
CONDUCTING A HOUSING
NEEDS ASSESSMENT BETWEEN
WALLA WALLA COUNTY AND
THE CITY OF WALLA WALLA



RESOLUTION NO. 20

WHEREAS, Walla Walla County Department of Community Health has proposed an Agreement with the City of Walla Walla for conducting a housing needs assessment; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; and

WHEREAS, the County Prosecuting Attorney has 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 the Chair of the Board, or Vice-Chairman, in the absence of the Chairman to sign the same.

Passed this 13th day of April, 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*

AGREEMENT REGARDING CONDUCTING A HOUSING NEEDS ASSESSMENT BETWEEN WALLA WALLA COUNTY AND THE CITY OF WALLA WALLA

This agreement is entered into between Walla Walla County (County) and the City of Walla Walla (City), pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and the Interlocal Agreement for Purchasing, Sales, and Providing Equipment and Services (Interlocal Agreement) executed on or about April 23, 2002.

I. PURPOSE

The purpose of this agreement is for the City of Walla Walla to incorporate into its agreement with FCS Group, who is conducting a housing needs assessment as part of the Regional Housing Action Plan project, a housing needs assessment for unincorporated County.

II. SERVICES

The City will provide the following services for the County:

- A. Overall project management of the FCS Group Professional Services Agreement.
- B. Housing Needs Assessment for unincorporated portions of Walla Walla County.

Walla Walla County will provide the following services for the City:

- A. Walla Walla County Community Health staff will be involved in necessary virtual meetings related to the Housing Needs Assessment task
- B. Review any applicable draft documents and provide comments within the timeframes given to the project team.

III. COMPENSATION

Walla Walla County shall pay the City of Walla Walla the following:

- A. Pursuant to the scope of work and budget provided by FCS Group, the supplemental budget to include unincorporated Walla Walla County in the Housing Needs Assessment task item is \$9,000.00

Payment shall be made in accordance with the Interlocal Agreement.

IV. TERM

This agreement shall expire December 31, 2020 unless terminated per the Interlocal Agreement. This agreement shall be administered in accordance with the Interlocal Agreement.

V. MODIFICATION OF AGREEMENT

This agreement may be modified or amended from time to time by mutual agreement of the parties.

VI. INSURANCE

Both parties shall maintain appropriate liability insurance or self-insured coverage to cover potential liabilities arising under this Agreement. Said insurance or coverage shall have limits of at least \$1,000,000 per occurrence and \$5,000,000 aggregate for personal injury and \$1,000,000 per occurrence/aggregate for property damage. County shall reimburse City for additional costs incurred by City as a result of work performed pursuant to this agreement or any insurance claims made related to or a result of the work performed under this agreement.

VII. NOTICE

Required notices, with the exception of legal process, shall be given in writing to the following respective addresses.

Walla Walla County
Attn: Meghan DeBolt
314 W Main Street
Walla Walla, WA 99362
(509) 524-2655

City of Walla Walla
Attn: Elizabeth Chamberlain
55 E. Moore St.
Walla Walla, WA 99362
(509) 524-4735

Dated this _____ day of April, 2020.

City of Walla Walla

WALLA WALLA COUNTY

Nabiel Shawa, City Manager

Greg A. Tompkins, Chair of the Board of
County Commissioners

10:30

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Action Agenda Items:

- 1) Resolution _____ - Request
for reimbursable work from the City
of College Place to chip seal certain
city streets

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A REQUEST
FOR REIMBURSABLE WORK
FROM THE CITY OF COLLEGE
PLACE TO CHIP SEAL CERTAIN
CITY STREETS



RESOLUTION NO. 20

WHEREAS, the City of College Place has submitted a Request for Reimbursable Work to chip seal certain streets; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said Request for Reimbursable Work for the City of College Place be signed authorizing the County Public Works Department to perform the following work:

Chip Seal - NE Lambert Avenue from NE C Street to NE Rose Street

Chip Seal - NE Delta Avenue from NE C Street to NE Spitzenburg Street

Chip Seal - NE Spitzenburg Street from NE Myra Road to NE Damson Avenue

*Passed this 13th day of **April, 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

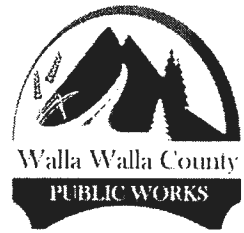
Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

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



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 8 April 2020

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

Board Action: 13 April 2020

RESOLUTION:

In the Matter of a Request for Reimbursable Work from the City of College Place to Chip Seal Certain City Streets

ENGINEERING:

- Flood Damage Repair:
 - Paving repair date is to be determined.
 - Working on Federal Highway Administration (FHWA) Emergency Relief (ER) documentation.
- Mill Creek Road MP 1.1 to MP 3.96 (Five Mile to Seven Mile): Consultant is working on acquisition documents.
- Middle Waitsburg Road: Consultant is working acquisition documents.
- Lower Waitsburg Road: Processing survey data before design starts.
- Peppers Bridge Road: Working on construction plan sheets production.
- Blue Creek Bridge/Mill Creek FH: On winter shutdown.

MAINTENANCE/FLEET MANAGEMENT:

- Finalizing chip seal prep.
- Vegetation crews spraying as weather allows.
- Garage crews working on routine vehicle maintenance.

ADMINISTRATION:

- Working with the Corps of Engineers to rehabilitate the Mill Creek levees and concrete channel to pre-flood conditions.
- Reviewing Equipment Maintenance Supervisor applications.
- Waiting to hear back from the federal government on our Major Disaster Declaration from the February flood.
- All Public Works staff continuing to follow proper social distancing and performing additional cleaning and disinfecting throughout all facilities and vehicles.

a) Consent Agenda Items:

- 1) Resolution _____ - Appointing individuals to the Walla Walla County Criminal Justice Treatment Account Panel (CJTA)
- 2) Resolution _____ - Proclaiming April, 2020 as Child Abuse Prevention Month

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPOINTING
INDIVIDUALS TO THE WALLA
WALLA COUNTY CRIMINAL
JUSTICE TREATMENT ACCOUNT
PANEL (CJTA)

RESOLUTION NO. **20**

WHEREAS, the County receives Criminal Justice Treatment Account (CJTA) funding pursuant to RCW 71.24.580 from the Washington State Healthcare Authority to provide Substance Use Disorder Treatment at the Walla Walla County Jail; and

WHEREAS, RCW 71.24.580 mandates that the legislative authority of a county receiving CJTA funds establish a CJTA Panel comprised of the county alcohol and drug coordinator, county prosecutor, county sheriff, county superior court, a substance abuse treatment provider, a criminal defense attorney, and a representative of the drug court; and

WHEREAS, RCW 71.24.580 furthermore requires the aforementioned CJTA panel to jointly submit a plan, approved by the county legislative authority, for disposition of CJTA funds within the County; and

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the following persons shall be appointed to the Walla Walla County Criminal Justice Treatment Account Panel (CJTA):

- 1) Meghan DeBolt, Director of Community Health, County Alcohol and Drug Coordinator Representative
- 2) James L. Nagle, County Prosecuting Attorney
- 3) Mark Crider, County Sheriff
- 4) Honorable Scott M. Wolfram, Superior Court Judge
- 5) Pat Flores, Substance Abuse Treatment Provider
- 6) Julie Straube, Criminal Defense Attorney
- 7) Jon Casseto, Drug Court Representative

Passed this 13th day of April, 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
PROCLAIMING APRIL, 2020
AS CHILD ABUSE
PREVENTION MONTH

RESOLUTION NO. 20

WHEREAS, through a joint cooperative effort, Walla Walla County provides program services to aid children in both Walla Walla and Columbia Counties; and

WHEREAS, everyone has a stake in ensuring that children have access to the resources and support they need to become safe, healthy, and successful, and help break the cycle of child abuse, and

WHEREAS, the Walla Walla Child Advocates program volunteers are trained to represent the best interests of child victims of neglect and abuse in the court system; and

WHEREAS, currently there are 54 children who are waiting for a CASA Volunteer to advocate in their best interest in the courts for a safe and permanent home; and to portray this need, 54 pinwheels will be placed on the Juvenile Justice Center grounds in Walla Walla for the period April 7-30, 2020, to represent the number of volunteer child advocates wanted to support these children in hardship; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring April as Child Abuse Prevention Month, and that they join in asking volunteers to come forward to represent and advocate for abused and neglected children through the Walla Walla Child Advocates program.

*"Passed this **day of April 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*

PROCLAMATION

WHEREAS, child abuse and neglect is a community problem that not only harms children directly but increases the likelihood of future criminal behavior, substance abuse and health problems, and finding solutions depends on involvement among people in the community; and

WHEREAS, children deserve to grow up in a safe and nurturing environment free from fear, abuse, and neglect; and

WHEREAS, through a joint cooperative effort, Walla Walla County provides program services to aid children in both Walla Walla and Columbia Counties; and

WHEREAS, the Walla Walla Child Advocates program volunteers are trained to represent the best interests of child victims of neglect and abuse in the court system and dependency proceedings; however, currently there are 54 children who are waiting for a dedicated and compassionate child advocate volunteer to advocate in their best interest in the courts for a safe and permanent home; and

WHEREAS, to portray this need, 54 pinwheels will be placed on the lawn of the Walla Walla County Juvenile Justice Center for the period April 7-30, 2020 to represent the underserved population of children in Walla Walla County; now therefore

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

APRIL 2020 AS

CHILD ABUSE PREVENTION MONTH

in Walla Walla County, and that they join in asking volunteers to come forward to represent and advocate for abused and neglected children in Walla Walla and Columbia Counties through the Walla Walla Child Advocates program by calling 509.524.2801 to learn more.

Dated this day of April 2020, at Walla Walla County, Washington.

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

Gregory A. Tompkins, Chairman

Attest:

James K. Johnson, Commissioner

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Commissioner

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: 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))

11:15

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))

11:30

COUNTY COMMISSIONERS

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

Written Department updates only provided by:

TECHNOLOGY SERVICES

Chad Goodhue



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

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

April 8th, 2020

To: **Walla Walla County Board of Commissioners**

Re: Technology Services Update

Issues/Information for the Board.

- Tech Services has deployed the “loaned” 12 laptops from WSU to key people as well as an additional MS Surface from the Auditor and 4 laptops from Tech Services for a total of 17 laptops.
- The Camera software and servers have been fully upgraded for the JJC
 - 8 new cameras that are compatible with the new camera system have been ordered
- Tech Services and District Court will “virtually” meet with Imagesoft to review workflow and determine a scope of work and cost to migrate district court from Liberty to On-Base.
- Network switch replacement – scheduling a time with WWE to test County Fiber and verify that it can support 10gig speeds
- Cisco Jabber and WebEx have been deployed to County employees allowing them to more efficiently work remotely.
- Tech Services is beginning the upgrade process to the software on the phone servers known as CUCM (Cisco Unified Communications Manager). As soon as the relevant server components have been upgraded by TS our vendor will finish with the upgrade.

Components (Main infrastructure)

Hardware

- Power Issues
 - Tech Services is working with Synchronous Technologies to Clean up and deploy the new power units.
 - This is on hold until the “stay home – stay safe” measure has been lifted

Software

- Working with the Sheriff’s office to use their instance of Archive Social to begin archiving county social media. When Ron comes back to work we will work out the details.

Security/Viruses

- The Sophos contract has been executed and the new licenses have been installed on desktop and servers. We are configuring the new XG firewalls for content filtering and email security on top of Office 365

Other Projects

- **OnBase**
 - Working with ImageSoft to finish migrating data from the “old servers” to the “new servers”
 - The servers have now been consolidated and we have reclaimed the space and compute resources for the redundancy
- **AQURIT 7**
 - Tech Services upgraded the check scanning solution and moved from a traditional workstation role to a server and workstation which has increased performance, redundancy and security of the banking application
- **Budget & Inventory**
- **Contracts**
 - 2 new contracts for Community Health have been reviewed
- **Inventory**
 - Tech Services is evaluating a piece of software called Lansweeper that is far superior to Sysaid for inventory and reports of hardware and software. It is very reasonably priced and has a strong backing by other State and Local agencies.
- **Public Record Requests Last 2 Weeks**
 - 7 = Requests received
 - 0 = Forwarded to departments
 - 8 = Completed
 - 0 = Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 3 = Open
 - YTD = 21

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

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.

- 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.