

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, JUNE 22, 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 wwcocommissioners@co.walla-walla.wa.us

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

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 June 15 and 16, 2020 and special meeting of June 18, 2020
- 2) Resolution _____ - Contract (E21-040) for Wireless and Wireline Enhanced 911 Operations
- 3) Payroll action and other forms requiring Board approval

g) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: 4220347 through 4220543 totaling \$611,704.54

BOARD OF COUNTY COMMISSIONERS

WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
THE MINUTES OF THE WALLA
WALLA COUNTY COMMISSIONERS'
PROCEEDINGS FOR JUNE 15 AND
16, 2020 AND SPECIAL MEETING OF
JUNE 18, 2020

RESOLUTION NO. 20

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the minutes of the Walla Walla County Commissioners' proceedings of June 15 and 16, 2020 and special meeting June 18, 2020 shall be approved.

*Passed this 22nd day of **June, 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 CONTRACT
(E21-040) FOR WIRELESS AND
WIRELINE ENHANCED 911
OPERATIONS

}

RESOLUTION NO. **20**

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

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

WHEREAS, Walla Walla County and the State Military Department have previously entered into an E911 Operations Contract for wireline and wireless operations in the county; and

WHEREAS, Agreement E21-040, E911 County Basic Service Operations Contract SFY 2021, effective July 1, 2020 through August 15, 2021, has been offered to the county by the State Military Department for financial assistance for certain approved incurred eligible expenses, pursuant to Washington Administrative Code (WAC) 118-66-050 and E911 policies, relative to the operation of an Enhanced 911 communication system in the county; now therefore

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

Passed this 22nd day of June, 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*

SECO COUNTY Basic Service Operating (BSO) Contract SFY2021

CONTRACT FACE SHEET

1. Contractor Name and Address: Walla Walla County Agency (COUNTY) 15 North 3rd Avenue Walla Walla, Washington 99362		2. Contract Amount: \$ 148,820		3. Contract Number E21-040	
4. Contractor's Contact Person, phone number: Steven Ruley/509.527.1959 sruley@wallawallawa.gov		5. Contract Start Date July 1, 2020		6. Contract End Date August 15, 2021	
7. MD E911 Financial Coordinator/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov		8. Data Universal Numbering System (DUNS #): 144413135		9. UBI # (state revenue): 363-006-535	
10. Funding Authority: Washington State Military Department and State Enhanced 911 Funds					
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66		12. Program Index# & Obj/SubObj: 7928A, 79281 and 79283 NZ		13. CFDA # & Title: NA	
14. TIN or SSN: 91-6001381					
15. Service Districts: (BY LEGISLATIVE DIST): 16th (BY CONGRESSIONAL DIST): 5th		16. Service Area by County(ies): Walla Walla		17. Women/Minority-Owned, State Certified? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency			
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER			
22. BRIEF DESCRIPTION: This is a reimbursement contract per WAC 118-66-050 and the Washington State Military Department (DEPARTMENT) State E911 Coordination Office (SECO) policies, which are incorporated by reference. Reimbursement amounts are detailed in the attached Budget Sheet (Attachment E)					
IN WITNESS WHEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F), govern the rights and obligations of the Parties to this Contract.					
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, if attached, and (e) any other provisions of the contract incorporated by reference. This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the Parties hereto.					
WHEREAS, the Parties hereto have executed this contract on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE COUNTY:		
Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Signature Gregory A. Tompkins, Chair Walla Walla County Board of Commissioners		
Date			Date		

SPECIAL TERMS AND CONDITIONS**I. INTRODUCTION:**

The DEPARTMENT, through the SECO, coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the COUNTY for eligible expenses from appropriated excise tax revenue retained in the state E911 account.

II. KEY PERSONNEL:

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY:**DEPARTMENT:**

Name:	Steven Ruley	Name:	Teresa Lewis
Title:	Public Safety Communications Manager	Title:	SECO E911 County Assistance Program Manager
E-Mail:	sruley@wallawallawa.gov	E-Mail:	teresa.lewis@mil.wa.gov
Phone:	509.527.1959	Phone:	253.512.7481

III. ADMINISTRATIVE REQUIREMENTS:

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:

Priorities for expenditure of state E911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state E911 account should be "used only to support the statewide coordination and management of the enhanced 911 system, for the implementation of wireless enhanced 911 statewide, for the modernization of enhanced 911 emergency communications systems statewide, and to help supplement, within available funds, the operational costs of the system, including adequate funding of counties to enable implementation of wireless enhanced 911 service and reimbursement of radio communications service companies for costs incurred in providing wireless enhanced 911 service pursuant to negotiated contracts between the counties or their agents and the radio communications service companies";
- B. RCW 38.52.540(3) provides that the State E911 Coordinator is "authorized to enter into statewide agreements to improve the efficiency of enhanced 911 services for all counties and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account";
- C. RCW 38.52.545 provides that "In specifying rules defining the purposes for which available state enhanced 911 may be expended, the state enhanced 911 coordinator, with the advice and assistance of the enhanced 911 advisory committee, must consider base needs of individual counties for specific assistance. Priorities for available enhanced 911 funding are as follows: (1) To assure that 911 dialing is operational statewide; (2) To assist counties as necessary to assure that they can achieve a basic service level for 911 operations; and (3) To assist counties as practicable to acquire items of a capital nature appropriate to modernize 911 systems and increase 911 effectiveness";
- D. WAC 118-66-020 reiterates the E911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes COUNTY eligibility for funding; and
- F. WAC 118-66-050 lists expenses that "may be eligible for reimbursement based on a reasonable prioritization by the state E911 coordinator" and "in accordance with the purposes and priorities established by statute and regulation".

V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:

- A. Consistent with the statutes and regulations cited, this contract allows reimbursement solely for certain approved eligible expenses described in WAC 118-66-050 incurred by the COUNTY, in

support of 911 calls originating in the county, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 basic service, and (3) capital items. This contract contains two categories of eligible expenses: Statewide Services and Basic Service Operating as described below:

1. Statewide services benefit all counties and do not require local revenue to be expended prior to reimbursement through county contracts. Statewide services reimbursed through this contract include:
 - a. Coordinator Professional Development (CPD) including travel expenses for attending the following: Advisory Committee meetings, Advisory Committee Subcommittee meetings, two Coordinator Forums, the APCO State Conference, State Supported training, and National Conference attendance;
 - b. Reimbursement of selected Public Education expenses, selected 911 Salaries, benefits, and training;
 - c. 911 Call Receiver training; pre-approved NG911 modernization expenses and interpretative services;
 - d. Connection to the Emergency Services Internet Protocol Network (ESINet).
 - i. Payment for ESINet services and the originating network trunking, are contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050.
 - ii. To receive ESINet services, the county must enter into, and require all staff for all PSAPs operated within the county, a non-disclosure agreement with SECO for confidential information.
 - iii. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, including the ESINet, will be transferred to the individual counties, on a pro rata basis.
 2. Basic Service Operating expenses are only reimbursed pursuant to this contract. Basic Service Operating expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66-050 and defined in the SECO Policies and set out in Section VII B of this contract. Basic Service Operating funding is only available when the COUNTY has:
 - a. Imposed the maximum county enhanced 911 tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
 - b. Expended its local revenue on eligible E911 expenses and needs additional reimbursement assistance to meet its eligible basic service operating expenses.
 - c. Eligible enhanced 911 expenses as described in WAC 118-66.
 - d. A 911 system that is completely enhanced for wireline and wireless E911 services.
- B. Expenses.
1. General Reimbursement Requirements for the COUNTY:
 - a. Contingent upon available funding, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050;
 - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, see Section VII D of this contract;
 - c. In the event funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
 - d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, see Section VII D of this contract;
 2. Ineligible Items:

Expenses not listed in WAC 118-66-050 (1), (2), and /or (3) and not directly associated with the operation of the 911 System are not eligible for state financial assistance or reimbursement under this contract.
 3. Expense Documentation and Approval:
 - a. COUNTY must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
 - b. COUNTY must submit eligible Monthly Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the last day following the month in which

payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;

- c. Expenses contained in Monthly Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed.
- d. Monthly Expense Reports will be processed in the order received by the DEPARTMENT;
- e. The DEPARTMENT may request additional documentation and/or information from COUNTY pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance.
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training.
- h. Prior to purchasing or leasing any equipment or software, the COUNTY must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval, the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

VI. PERFORMANCE PERIOD AND PAYMENT:

Payment by the DEPARTMENT to the COUNTY shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2020** and **June 30, 2021**, which is also known as the performance period. Work started prior to July 1, 2020 and/or not completed by June 30, 2021 will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY shall not request payment in anticipation of expenditures not yet incurred.

VII. THE COUNTY AGREES TO:

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local E911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this contract for wireline and wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county E911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66-050 and the SECO policies incorporated herein that are necessary to operate 911 countywide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2020** and **June 30, 2021**.
- C. **Consolidation:** If the COUNTY receives funds under this contract in support of a consolidated Primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the COUNTY to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this contract, a consolidated PSAP is one operated by or on behalf of the COUNTY as the primary PSAP for all operations of 911 call-taking and call transfer in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO Policies:** The COUNTY agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies Link](#) and incorporated by reference:
 - SECO County Contract Policy (PDF)
 - SECO Public Education Policy (PDF)

- SECO Statewide Services Support Policy (PDF)
- SECO Salaries and Benefits Summary (PDF)

E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Expense Reports	1	No later than the last day following the end of the month
Local Travel Policy/Procedures	1	30 days after signatures on this contract and then annually.
3rd Quarter Review	1	March 31, of each year
Training Certification(s)	1	June 30, of each year
Final Reimbursement Request	1	July 31, 2021

All contract work must not start prior to July 1, 2020 and must be delivered, installed/completed and accepted by June 30, 2021; although certain reports may be submitted by July 31, 2021 as described above. Final billing not received by July 31, 2021, may not be processed.

F. **Attendance Obligations:** The COUNTY agrees to send the designated 911 personnel to the following events:

- Advisory Committee Meetings: The COUNTY agrees to send the 911 County Coordinator or designee to as many of the Advisory Committee meetings as possible each year, but no less than three-quarters of the scheduled Advisory Committee meetings per contract period; and
- Coordinator Forums & APCO State Conference: The COUNTY agrees to send the 911 County Coordinator or designee and additional appropriate 911 representatives to the Spring and Summer Coordinator Forums and to the Fall APCO State - Conference of each contract period; and
- Public Education Training: The COUNTY agrees to send the 911 Public Education Coordinator or appropriate 911 representative to attend the Public Education Forum or a public education class per contract period and participate in half of the scheduled Public Education Subcommittee meetings; and
- Training Coordinator: The COUNTY agrees to send the 911 Training Coordinator, or appropriate 911 representative to attend the Training Forum or a training class per contract period, and participate in half of the scheduled Training Subcommittee meetings, in accordance with the Statement of Work (Attachment C).

G. **Reallocation of Funds:** The COUNTY is allowed to reallocate funds within the coordinator professional development and basic service operating categories as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

H. **Compliance with Law:** The COUNTY will comply with all state and federal laws applicable to counties.

VIII. **CONDITIONED UPON COUNTY'S FULFILLMENT OF ITS OBLIGATIONS ABOVE THE DEPARTMENT AGREES TO THE FOLLOWING:**

- Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), satisfactory completion of tasks, and documentation of costs, reimburse the COUNTY up to the maximum of **\$148,820**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- If a question arises about the requested reimbursement, the COUNTY will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in

question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

C. Within available funds, to provide ESINet services to the COUNTY.

GENERAL TERMS & CONDITIONS

- 1) **DEFINITIONS:** As used throughout this contract the following terms shall have the meanings set forth below:
 - a. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State E911 Coordination Office (SECO).
 - b. "COUNTY" shall mean the Parties performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this contract.
 - c. "Subcontractor" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
 - d. "PSAP" means Public Safety Answering Point as defined in WAC 118-66.
 - e. "WAC" is defined and used herein to mean the Washington Administrative Code.
 - f. "RCW" is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
 - a. The Parties acknowledge that the DEPARTMENT is subject to RCW 42.56, the Public Records Act, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
 - b. The COUNTY shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY'S reports, including computer models and methodology for those models.
 - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35. The COUNTY must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES:** The COUNTY shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Records (RCW 42.56); and safety and health regulations. In the event of the COUNTY'S noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties, and any oral understanding or agreements shall not be binding. It is mutually agreed and understood that the

COUNTY is allowed to reallocate funds within the coordinator professional development and basic service operations categories as needed.

- 8) **COUNTY'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT:** The COUNTY, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the COUNTY is another state agency, the officers and employees are employed by the State of Washington, in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties.
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY's performance or activities hereunder and that of any sub-contractor hired by the COUNTY.
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this contract, the COUNTY shall provide industrial insurance coverage for the COUNTY's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY, which may arise during the performance of services under this contract. Before the start of any work required by this Contract, the COUNTY shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY hereby notifies the DEPARTMENT that as a Government of the State of Washington and in accordance with Washington law, COUNTY has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 15) **LEGAL RELATIONS:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 16) **LIABILITY:** To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its

employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

- 17) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized person.
- 18) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend, terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 19) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated 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.
- 20) **NONDISCRIMINATION:** During the performance of this contract, the COUNTY shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
 - a. Nondiscrimination in Employment: The COUNTY shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
 - b. The COUNTY shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.
- 21) **RECAPTURE PROVISION:** In the event the COUNTY fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the contract, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees from the Contractor.
- 22) **RECORDS, MONITORING AND AUDIT ACCESS:**
 - a. The COUNTY shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY's performance.
 - b. To permit such monitoring, the COUNTY shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
 - c. The COUNTY will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
 - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
- 23) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
- 24) **SUB-CONTRACTING:** The COUNTY shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors or sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this contract shall incorporate this contract by reference.
- 25) **TERMINATION:**
- a. If, through any cause, the COUNTY or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY, its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall there upon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY describing such default or violation.
 - b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY from incurring additional obligations of funds.
 - c. Reimbursement for eligible expenses incurred by the COUNTY prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines."
 - d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
- 26) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 27) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the COUNTY unless otherwise specified by the funding source. The COUNTY shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 28) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

STATEMENT OF WORK
SECO COUNTY BSO CONTRACT – SFY2021
 July 1, 2020 – June 30, 2021

CPD1/S4 County Coordinator Salary

1. Coordinate 911 within the county, act as a designated point of contact for the SECO, monitor the 911 systems, and report 911 outages to the SECO.
2. Coordinator or pre-approved/designated alternate to attend 75% of Advisory Committee (AC) meetings held per contract period.
3. Coordinator or pre-approved/designated alternate to attend two (2) Coordinator Forums and one (1) APCO State Conference per contract period.
4. Cooperate with and freely participate in monitoring or evaluation activities by the SECO and State Auditor.
5. Retain all contract records for six (6) years after contract closure.

CPD4/S5 MSAG/Mapping/GIS Coordinators

1. Maintain MSAG and ALI, according to Washington NG911 GIS Data Standards.
2. Maintain GIS 911 required layers for geospatial routing and uploading to 911 maps.
3. Participate in all GIS dataset tests recommended by the Advisory Committee and approved by the SECO.
4. Participate in all GIS training recommended by the Advisory Committee and designated as mandatory by the SECO.
5. Each county will maintain and deliver to the state (or designated vendor), as requested, GIS datasets that includes the following data layers (Road Centerline, PSAP polygon, Law Enforcement Emergency Service Zone (ESZ), Fire ESZ, EMD ESZ, and Site Structure Address Points (SSAP) with no duplicate address points) as required in the Washington NG911 GIS Data Standards, with no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been synchronized to the ALI, at a 98% match rate.

CPD4/S6 IT Coordinator

1. Participate in the selection, installation and/or maintenance of 911 equipment/software (IE: CPE, CAD, Net Clock, network, network security).
2. Submit certification that the county has provided a minimum of 16 hours of training for their IT personnel related to security and maintenance of equipment that touches the ESINet, during the current contract period.

CPD5/S7/B6 Call Receiver Salary/Benefits & Training

1. Submit certification that all telecommunicators/call receivers have received a minimum of 24-hours of continuing education, during the current contract period.

CPD3/S8 Public Ed Coordinator

1. Attend a 911 Public Education forum or a public education class to enhance job skills.
2. Participate in 50% of any scheduled 911 Public Education Subcommittee meetings. Participation can be in-person, by phone or participation on a work group/project.
3. Establish an outreach baseline for the 911 public education program in county to measure the program's effectiveness.
4. Utilize messaging consistent with content created by the 911 Public Education Subcommittee.

CPD2/CPD5/S9 Training Coordinator

1. Attend a 911 Training Coordinator Forum or a training class to enhance job skills.
2. Participate in 50% of any scheduled 911 Training Subcommittee meetings. Participation can be in-person, by phone or participation on a work group/project.

SECO CONTRACT REIMBURSEMENT SCHEDULE
SECO COUNTY BSO CONTRACT - SFY2021
July 1, 2020 – June 30, 2021

SECO CONTRACT REIMBURSEMENT SCHEDULE

More detailed information regarding reimbursements can be found in the following SECO Policies: SECO County Contract, SECO Public Education, SECO Statewide Services Support, and SECO Salary and Benefits Summary

Due to 911 modernization initiatives, important time-critical information is shared at meetings. Therefore, it is crucial the 911 County Coordinator or designee attend all meetings, if possible.

Understanding that scheduling conflicts occur, if the 911 County Coordinator is unable to attend a meeting/forum/training and would like to send a representative on their behalf to fulfill contractual obligations, a written request via email must be submitted to the SECO County Assistance Program Manager, prior to attending and incurring expenses.

COORDINATOR PROFESSIONAL DEVELOPMENT (CPD) EXPENSES SECTION

CPD benefits all counties and do not require local revenue to be used prior state reimbursement. The following are reimbursed through BSO and CPD contracts:

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD1	Meeting Attendance	<p><u>Advisory Committee (AC) Meetings:</u> Travel reimbursement expenses for the 911 County Coordinator or pre-approved designee to attend all AC meetings. 911 County Coordinator or pre-approved designee must attend 75% of all AC meetings held. Attendees other than AC members, 911 County Coordinator or pre-approved designee will not be reimbursed for travel expenses for attending AC meetings.</p> <p><u>AC Subcommittee Meetings:</u> Travel reimbursement expenses for all Subcommittee members to attend subcommittee meetings. No more than one county representative per subcommittee, except standing subcommittees as designated in the AC By-Laws.</p> <p><u>Coordinator Forums:</u> Travel reimbursement expenses for a total of two PSAP/911 employees to attend the Spring and Summer Coordinator Forums and a total of three PSAP/911 employees to attend the Fall APCO State Conference. One of the attendees must be the 911 County Coordinator or pre-approved designee.</p> <p><u>Communications Training Officer (CTO) Workshops:</u> Travel reimbursement expenses for one CTO per county to attend a CTO Workshop per contract period.</p> <p><u>SECO supported:</u> Travel reimbursement expenses for the 911 County Coordinator and/or a PSAP/911 employee to attend training, meetings, or events the SECO determines to have an overall benefit as designated in writing. 911 County Coordinators may request a SECO Supported designation by email to the SECO County Assistance Program Manager.</p>
CPD2	911 County Coordinator Training	<p>The 911 County Coordinator or pre-approved designee and a PSAP/911 employee is authorized up to \$6,000 (per contract period) to attend national NG911 related conferences, trainings, and/or training materials to enhance job skills.</p> <p>For counties with a population of 1.5 million or more the authorized amount for the 911 County Coordinator is doubled for an additional person to attend training \$12,000 (per contract period).</p>

CPD3	911 Public Education	Up to \$5,000 (per contract period) is authorized for expenses directly related to public education training and training materials, for informing the public of the capabilities, limitations, and proper use of 911, and public education materials. (See: <i>SECO Public Education Policy</i>)
CPD4	911 Technical Salaries/Benefits and Training	Up to \$13,500 (per contract period) is authorized for salaries/benefits, training, and training material expenses for the following positions: MSAG, Mapping/GIS, and/or Information Technology Coordinator(s). Backfill salary is not eligible under this line item. Expenses must directly link to the support and maintenance of WAC eligible 911 equipment.
CPD 5	911 Call Receiver Training	<p>Total training funds calculated at \$500 (per contract period) per fulltime call receiver and training coordinator at the primary PSAP(s) with a cap not to exceed 30 call receivers (or \$15,000) per county.</p> <p>These funds are to be used for training and training materials that support the roles and functions of the call receiver and the 911 Training Coordinator. Training maybe internal or external.</p> <p>Funds may also be used for a new hire call receiver salary while in training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item), 911 Training Coordinator regular salary, overtime, and CTO; and call receivers overtime and backfill while in training status.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
CPD6	NG911 Modernization	<p>Costs related to modernization of the 911 System as authorized and pre-approved by the State E911 Coordinator. Including, but not limited to, pre-approved software necessary for the MSAG/GIS data synchronization, text to 911 security/authentication fobs (capped at one per authorized call taking position), and other pre-approved expenses related to text-to-911 implementation.</p> <p>Should there be additional funds available following the fulfillment of BSO, WSP Communications, and CPD contracts, the SECO may authorize additional funds for each of the 39 counties and the WSP to be used solely for the purpose of NG911 MSAG/GIS Modernization.</p>
CPD7	Interpretive Services	Costs incurred for use of interpretive services to facilitate 911 call taking.
BASIC SERVICE OPERATING (BSO) EXPENSES SECTION		
ELIGIBLE ITEM		STATE REIMBURSEMENT
S4	911 County Coordinator - Salary	<p>Salary/benefits calculated up to \$63,807 (per contract period) and can only be claimed for regular salary/benefits. Backfill and overtime is not eligible on this line item.</p> <p>Person must be appointed/assigned by the County Appointing Authority as the 911 County Coordinator.</p>
S5	Master Street Address Guide (MSAG) & Mapping/GIS Coordinator - Salary	<p>Salary/benefits calculated up to \$57,090 (per contract period) and can only be claimed for regular and over salary/benefits. Backfill is not eligible on this line item.</p> <p>Person(s) must be someone other than the 911 County Coordinator</p>

S6	911 Information Technology (IT) - Salary	<p>Salary/benefits calculated up to \$27,014 (per contract period) and can only be claimed for regular and overtime salary/benefits. Backfill is not eligible on this line item.</p> <p>Person(s) must be someone other than the 911 County Coordinator.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
S7	911 Call Receiver Salaries and Benefits	<p>Salary/benefits calculated up to \$289,150 (per contract period) and can be claimed for regular, overtime, and backfill salaries/benefits.</p> <p>Call Receivers are defined as a person(s) whose primary function (at least 50 percent of their time) is sitting at a console, hired, trained/in training and prepared to answer 911 calls.</p> <p><u>Regionalized Counties</u> – calculated up to \$578,300 per host county (per contract year). <i>Example: County A & B are regionalized. County A is the Host County. County A is eligible for \$289,150 for A and an additional \$289,150 for County B. Total Call Receiver Salary for County A, as the 'Host County', would be \$578,300. County B is not eligible for call receiver salaries/benefits, since they are considered a 'non-host county' and have no call receivers now.</i></p>
S8	911 Public Education Coordinator – Salary	<p>Salary/benefits calculated up to \$7,273 (per contract period) and can only be claimed for regular and overtime salary/benefits.</p> <p>Funds may be used for other PSAP/911 employees that assist the 911 Public Education Coordinator in preparing for and conducting 911 educational activities.</p> <p>Person(s) must be someone other than the 911 County Coordinator.</p>
S9	911 Training Coordinator – Salary	<p>Salary/benefits calculated up to \$7,273 (per contract period) and can only be claimed for regular and overtime salary/benefits.</p> <p>Person(s) must be someone other than the 911 County Coordinator.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
B4	MSAG/Mapping/GIS - Training	Training calculated up to \$5,000 (per contract period).
B5	911 IT - Training	<p>Training calculated up to \$10,000 (per contract period) to support WAC-eligible 911 equipment and must be pre-approved by the SECO.</p> <p><u>Regionalized Counties</u>, only the Host County is eligible for this line item.</p>
B6	Call Receiver Training	<p>Total training funds calculated at \$1,500 (per contract period) per full-time Call Receiver at the primary PSAP. Call receivers who spend less than 50 percent of their time answering 911 calls, part-time call receives and vacant positions, will not be included in calculating pooled costs.</p> <p>This calculated pool of funds can be used by full & part-time call receivers and working supervisors.</p> <p>These funds are to be used for training and training materials that support the roles and functions of the call receiver. Training maybe internal or external.</p> <p>Funds may also be used for a new hire call receiver salary, while in</p>

		training status up to \$2,000 per new hire (this is the only time regular salary can be claimed for call receivers under this line item) and call receivers' overtime, backfill, and CTO while in training status. <u>Regionalized Counties</u> , only the Host County is eligible for this line item.
B7	911 Mapping Administration	Calculated up to \$10,000 (per contract period). Hardware, software, and services for the 911 Mapping/GIS /MSAG Coordinator to manage the mapping /MSAG data.
B12	Headsets for 911 Call Receivers	Calculated up to \$2,000 per county (per contract period) for purchase, maintenance, accessories, and replacement parts (including batteries) of headsets for the 911 call receivers. Headsets do not need prior approval to purchase.
B13	Destruction of 911 Records	Calculated up to \$100 (per contract period) for the destruction of PSAP/911 records.
B14	911 Coordinator Electronic Mail	Calculated up to \$500 (per contract period) for electronic mail service. May be used to purchase and/or maintain monthly service device to access 911 email (laptop, Smartphone, etc.).

EQUIPMENT MAINTENANCE

County baseline equipment maintenance reimbursement amount is calculated at **\$24,700** per authorized call taking position, not to exceed a maximum of six (6) position or **\$148,200**.

Eligible equipment maintenance expenses may include maintenance contracts with vendors, vendor time and materials, PSAP maintenance employee salaries, benefits, training, training material, component repair or replacement materials, and other repair or preventative maintenance expenses and should be claimed under each specific equipment maintenance line item.

Regionalized Counties, only the Host County is eligible for this line item.

Maintenance for WAC eligible equipment:

S1.1	CPE/Telephone System	S3.1	PSAP Mapping
B1.1	Uninterruptable Power Supply (UPS)	B8.1	Instant Call Check
B10.1	911 Management Information Systems (MIS)	B11.1	Call Detail Recorder or Printer
C1.1	Logging Recorder	C2.1	Computer Aided Dispatch (CAD) System
C3.1	Auxiliary Generator	C4.1	Clock Synchronizer
C5.1	Console Furniture		

BUDGET SHEET
SECO COUNTY BSO CONTRACT – SFY2021
July 1, 2020 – June 30, 2021

	SFY2021
Coordinator Professional Development (CPD)	\$ 39,423
Basic Service Operating (BSO)	\$ 109,397
TOTAL CONTRACT NOT TO EXCEED	\$ 148,820

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY BSO CONTRACT – SFY2021
 July 1, 2020 – June 30, 2021

WALLA WALLA COUNTY certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)	Vendor	Intrado	Quarterly
PSAP Mapping	in-house	City of Walla Walla	ongoing
Uninterruptible Power Supply (UPS)	Vendor	Gruber	Aug 2020
Instant Call Check	Vendor	Intrado	See CPE
911 Management Information System (MIS)	Vendor	Intrado	Quarterly
Call Detail Recorder/Printer	in-house	City of Walla Walla	ongoing
Logging Recorder	Vendor	Westek Marketing	ongoing
Computer-Aided Dispatch System	Vendor	Tyler Technologies	ongoing
Auxiliary Generator	Vendor	Western States Eq.	8/2020
Clock Synchronizer	Vendor	Day Wireless	only if fails
Call Receiver Console Furniture	Vendor	Console Cleaning Sp.	Feb 2020



Signature (name and title)

6-11-2020

COUNTY COMMISSIONERS (continued):

g) Action Agenda Items (continued):

- 2) Resolution _____ - Approval of an agreement with Washington State Military Department for FEMA Public Assistance Grant (D20-618) for COVID-19
- h) Miscellaneous business to come before the Board
- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL
OF AN AGREEMENT WITH
WASHINGTON STATE MILITARY
DEPARTMENT FOR FEMA PUBLIC
ASSISTANCE GRANT (D20-618)



RESOLUTION NO. 20

WHEREAS, Washington State Military Department Emergency Management Division and the U.S. Department of Homeland Security (OHS) have offered to provide funding to Walla Walla County; and

WHEREAS, this FEMA Public Assistance grant is provided to state and local jurisdictions to respond to the COVID-19 emergency; and

WHEREAS, Walla Walla County will use the funds to take appropriate actions that are necessary to protect public health and safety pursuant to public health guidance and conditions and capabilities in Walla Walla County; and

WHEREAS, FEMA assistance will be provided at a 75 percent federal cost share for eligible costs for management, control and reduction of the immediate threat to public health and safety, and

WHEREAS, Liz Jessee, Walla Walla County Emergency Management Director, is authorized to sign contracts on behalf of Walla Walla County, and

WHEREAS, Meghan DeBolt, Walla Walla County Department of Community Health will certify completion of projects, request payments, and prepare all required documentation for funding requirements and direct reimbursements from these entities, on behalf of Walla Walla County; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said contract and reimbursement authority be approved.

Passed this 22nd day of June, 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
GRANT QUESTIONNAIRE

Date: 5/28/2020

Office/Department: Emergency Management

Contact Person: Liz Jessee

- 1) Name of Grant/Program Washington State Military Department and Federal Emergency Management Agency (FEMA)
- 2) New Grant ☒ Renewing Grant ☐ Term (# of years) 3 yrs, 2 mos. 24 days.
- 3) Is the grant unchanged, and does not require Current Expense funding?
(If Y, please skip to number 24) Y___ N X___
- 4) How will this grant benefit the county's citizens?
Funding will be used for emergency protective measures taken in response to the COVID-19 pandemic outbreak.
- 5) Is this a program grant or an equipment grant?
See worksheet for eligible costs.
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?
One-time only for Presidential Disaster Declaration #FEMA-4481DR.
- 7) If this is a new grant how will the grant support a current program OR how will the program change?
Grant will support program changes implemented by Department of Community Health and Emergency Management in support of COVID19 response.
- 8) Does this grant require up front funds? Y___ N X___
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?
- 9) How many employees (new or current) will be paid by the grant? N 0 C 0
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? _____
- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y___ N X___ If so, what?
In-kind.
- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y___ N X___

- 12) What fund would support a cash match (if required)? _____
- 13) If required what is the TOTAL cost of the match over the life of the grant? unknown
- 14) What fund would support the administration of the grant? unknown
- 15) Will the grant allow for the County cost allocation plan to be funded? Y_____ N_____
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements? NO
- 17) Would the program require use of a county vehicle or personal vehicle? Y_____ N X
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
Y_____ N_____
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y_____ N X If so, what activities?
- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y_____ N X If so, what obligations?
- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?) NO
- 22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y_____ N X If so, what is the funding source for consultant fees?
- 23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) OR justification must be provided that the program has been and will continue to save or benefit taxpayers. N/A
- 24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

See attached FEMA Public Assistance Grant Fact Sheet

Official signature of requesting office/department:

/s/ Liz Jessee
Elected Official/Department Head

May 28, 2020
Date

FOR COMMISSIONERS' OFFICE USE ONLY

Approved by: _____ Date _____
Chair, Board of County Commissioners

Copies to: 1) Requesting Office/Department
2) Susan Dombrosky, Auditor's office
3) Commissioners' File



Walla Walla County

Emergency Management Department

27 N. 2nd Avenue
Walla Walla, WA 99362
Phone: (509) 524-2900 • Fax: (509) 524-2910
www.wwemd.info

LIZ JESSEE

Director

PATRICK PURCELL

Coordinator

Memo

To: Board of Walla Walla County Commissioners
From: Liz Jessee
Date: May 28, 2020
Re: FEMA Public Assistance Grant

I am requesting your authorization to sign contract E20-064 with Washington State Emergency Management Department for a FEMA Public Assistance grant.

This grant is provided to state and local jurisdictions to use the funds to take appropriate actions that are necessary to protect public health and safety pursuant to public health guidance and conditions and capabilities in Walla Walla County

The funding will be used to cover eligible costs per the Coronavirus (COVID-19) Pandemic: Eligible Emergency Protective Measures Fact Sheet (attached). There is a 25% local match required for this grant. This is a one-time grant for Presidential Disaster Declaration, FEMA #481-DR-WA.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management

**Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET**

1. SUBRECIPIENT Name and Address: Walla Walla County 27 N 2nd Ave Walla Walla, WA 99362		2. Grant Agreement Amount: To be determined, based upon approved project worksheets		3. Grant Number: D20-618	
4. SUBRECIPIENT, phone/email: 509-524-2902/ljessee@co.walla-walla.wa.us		5. Grant Agreement Start Date: January 20, 2020		6. Grant Agreement End Date: March 22, 2024	
7. DEPARTMENT Program Manager, phone/email: Gerard Urbas, (253) 512-7402 Gary.urbas@mil.wa.gov		8. Data Universal Numbering System (DUNS): 144413135		9. UBI # (state revenue): 619-398-386	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FEMA-4481-DR-WA		12. Program Index # 704UC (Federal) / 702UE (State) / 704UD (Admin)		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: 97.036, Public Assistance	
14. Federal EIN #:					
15. Total Federal Award Amount: N/A		16. Federal Award Date: N/A			
17. Service Districts: (BY LEGISLATIVE DISTRICT): 16th (BY CONGRESSIONAL DISTRICT): 5th		18. Service Area by County(ies): Walla Walla County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. BRIEF DESCRIPTION: Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.					
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:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other Documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Stacey McClain, Governor's Authorized Representative Washington State Military Department			Signature _____ Date _____ print or type name: Liz Jessee		
			APPROVED AS TO FORM:		
			SUBRECIPIENT's Attorney _____ Date _____		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Liz Jessee	Name	Gerard Urbas
Title	Director	Title	Deputy State Coordinating Officer Public Assistance
E-Mail	ljesssee@co.walla-walla.wa.us	E-Mail	gary.urbas@mil.wa.gov
Phone	(509) 524-2902	Phone	(253) 512-7402

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to \$100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

- a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

- a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.
- b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.
- c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.
- d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.
- e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.
- f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.
- g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.
- h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. [REDACTED], Accounting Fund No. [REDACTED].
- i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- j. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
- k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.
- l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.
- m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

- n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.
- o. SUBRECIPIENTS shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

- a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
 - i. review of financial and performance reports;
 - ii. monitoring and documenting the completion of Agreement deliverables;
 - iii. documentation of phone calls, meetings, e-mails, and correspondence;
 - iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
 - v. observation and documentation of Agreement related activities;
 - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

- i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
- ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
- iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
- iv. Withhold further federal awards for the project or program.
- v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

- i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
- ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
- iii. Submit the SUBRECIPIENT's funding package to FEMA.
- iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
- v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
- vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**).

**Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"DEPARTMENT"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- b. **"SUBRECIPIENT"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. **"Monitoring Activities"** means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- c. **"Project"** means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
- d. **"Investment Justification"** means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.

Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/requiredgrantforms>. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

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 or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

- a. The SUBRECIPIENT agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUBRECIPIENT's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the SUBRECIPIENT for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUBRECIPIENT's normal working day.
- d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTS that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts Office

**Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to the DEPARTMENT's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the DEPARTMENT has the right to immediately suspend or terminate this Agreement in whole or in part.

The DEPARTMENT may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUBRECIPIENT an opportunity to cure, the DEPARTMENT shall notify the SUBRECIPIENT in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Agreement, the SUBRECIPIENT shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the DEPARTMENT may require the SUBRECIPIENT to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUBRECIPIENT the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Agreement termination, and the amount agreed upon by the SUBRECIPIENT and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the DEPARTMENT in writing. The DEPARTMENT's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

O.M.B. No. 1660-0017

PROJECT WORKSHEET**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed form to this address.**

DISASTER F _____ - R _____	PROJECT NO.	PA ID NO.	DATE	CATEGORY
DAMAGED FACILITY			WORK COMPLETE AS OF: _____ : _____ %	

SUBRECIPIENT	COUNTY
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LOCATION	LATITUDE	LONGITUDE
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DAMAGE DESCRIPTION AND DIMENSIONS

SCOPE OF WORK

Does the Scope of Work change the pre-disaster conditions at the site?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Special Considerations issues included?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Hazard Mitigation proposal included?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there insurance coverage on this facility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

PROJECT COST

I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
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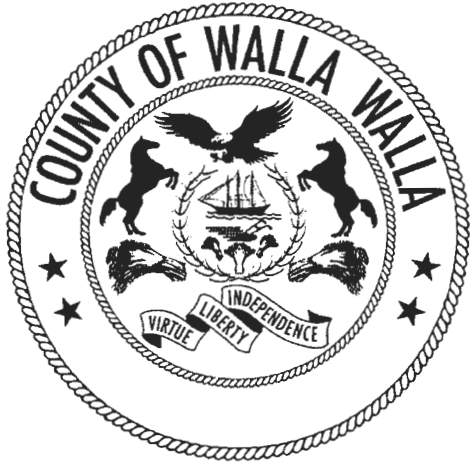
TOTAL COST

PREPARED BY	TITLE	SIGNATURE
SUBRECIPIENT REP.	TITLE	SIGNATURE

a) Action Agenda Items:

- 1) Proposal 2020 06-22 DCH-1
Approval of revisions to Health
Officer Contract and Succession
Planning for replacement
- 2) Proposal 2020 06-22 DCH-2
Approval for the Behavioral Health
Program positions to be reviewed
by Human Resources and HRCC

b) COVID-19 update and miscellaneous**c) Workshop re Interlocal Agreements
for sales tax for affordable and supportive
Housing authorized by RCW 82.14.540
(HB1406)****d) Presentation: Report to the Board
pursuant to Ordinance 453/Walla
Walla County Code Chapter 3.24
Re: the 0.1% sales and use tax
collected pursuant to RCW 82.14.460
and to be utilized for providing new or
expanded chemical dependency or
mental health treatment services**



Walla Walla County Department of Community Health

Affordable and Supportive Housing State Shared Tax

HB 1406

Agenda

- ▶ Overview of HB 1406
- ▶ Allowable use of the funds
- ▶ Decision Process
- ▶ Qualifying local taxes
- ▶ Timeline of creation/adoption
- ▶ Where we are today
- ▶ Next steps



0.0146% local sales and use
tax credited against the state
sales tax for housing
investments

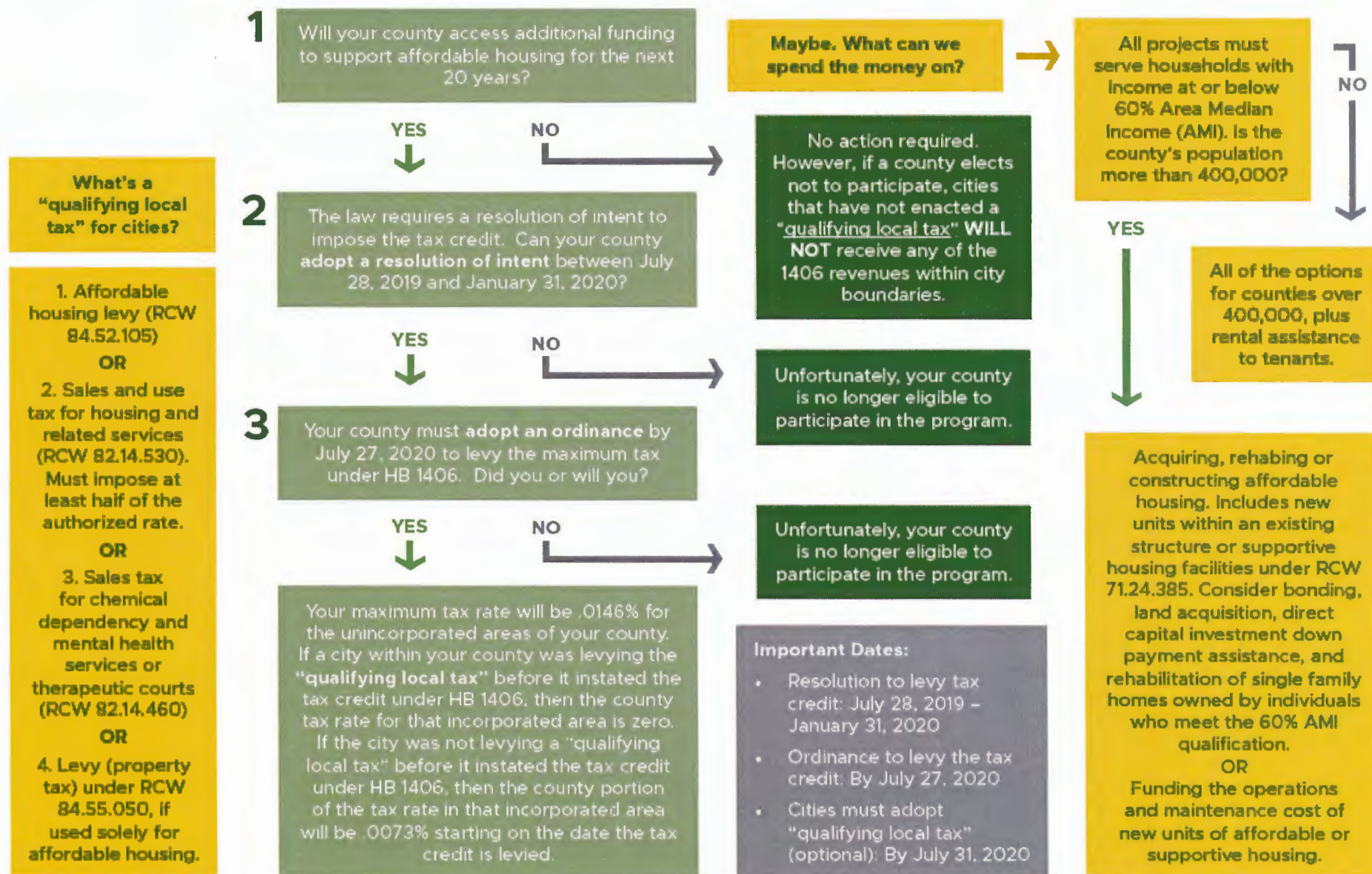
\$96,061.54/year

Revenue Estimates

	FY 2018	Local Sales Tax at	Local Sales Tax at
	Taxable Retail Sales	0.0073%	0.0146%
WALLA WALLA COUNTY	\$1,091,532,294.00	\$79,681.86	\$159,363.71
WALLA WALLA COUNTY	\$263,947,163.00	\$19,268.14	\$38,536.29
COLLEGE PLACE	\$154,583,657.00	\$11,284.61	\$22,569.21
PRESCOTT	\$5,474,160.00	\$399.61	\$799.23
WAITSBURG	\$9,326,980.00	\$680.87	\$1,361.74
WALLA WALLA CITY	\$658,200,334.00	\$48,048.62	\$96,097.25



Three steps to affordable housing revenue



Overview of HB 1406

An allocation of the state sales tax to local jurisdictions

This is not an additional or new tax

- Local jurisdictions retain a portion of the sales and use taxes already paid

Bill went into effect on July 28, 2019.

All cities and counties are eligible.

- If a city and county both act to implement, the bill outlines when a city can claim the full authority.
- Otherwise it is shared.

Department of Revenue determines the maximum revenue, based on state fiscal year 2019 taxable retail sales within the county or city.

- It is important for a county to go before the cities in their county.

Earliest possible use of the funds was Fall 2019.

Authority expires 20 years after the tax is claimed.



H.B. 1406 and Defined Terms

Full authority = .0146%

Half or split authority = .0073%

Participating entity

- Any city or county that opts into the revenue stream is considered a “participating” city or county.

Qualifying local tax

- A city that has implemented, or implements within the first year, a “qualifying local tax” is eligible to claim the full authority.



Qualifying local taxes

H.B. 1406 and defined terms.

- “Qualifying local taxes” means the following tax sources, if the tax source is instated by a city no later than July 27, 2020 (within one year of the bill’s effective date):
 - ❑ The affordable housing levy authorized under RCW 84.52.105;
 - ❑ The levy authorized under RCW 84.55.050 if used solely for affordable housing;
 - ❑ The sales and use tax for housing and related services authorized under RCW 82.14.530 if the city has imposed the tax at a minimum or least half of the authorized rate;
 - ❑ The sales tax for chemical dependency and mental health treatment services or therapeutic courts authorized under RCW 82.14.460.



Full Authority – 0.0146

The following are the circumstances in which the full 0.0146 percent can be claimed by one of the entities:

- Cities can levy the full authority
 - if they have levied one of the qualifying local taxes before or within the first year OR
 - in year one without a qualifying local tax only if a county declares they will not participate or otherwise fails to adopt a resolution.
 - Cities without a local qualifying tax in non-participating counties lose authority in year two due to a mistake in the bill.
- Counties can levy the full authority
 - always in unincorporated areas and in those areas within the first year.
 - in the boundaries of cities that declare that they will not levy it or who do not otherwise utilize it within the first year.



Half or Split Authority – 0.0073

Half or split authority

- City without a qualifying local tax takes action in year one.
 - This authority expires if the county does not participate by year two.
- Counties can claim half within the jurisdiction of one of their cities if that city does not have a qualifying local tax.



Allowable use of the funds

The funds may be used for affordable housing, but specific allowable uses vary by county or city population.

Counties with a population greater than 400,000 and cities with a population greater than 100,000:

- *Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385; or funding the operations and maintenance costs of new units of affordable or supportive housing.*

Counties with a population less than 400,000 and cities with a population less than 100,000:

- *The above uses and/or for rental assistance.*

The housing and services may only be provided to persons whose income is at or below 60 percent of the median income of the county imposing the tax.



Allowable use of the funds

Using the funds jointly, and to pay bonds.

Pledging the tax to general obligation or revenue bonds

- Cities or counties imposing the tax may issue general obligation or revenue bonds and may pledge the revenue collected for repayment of the bonds.

Pooling the tax

- A county or city may enter into an interlocal agreement with other local government or public housing authorities to pool the tax receipts received and may pledge those taxes to bonds.



Allowable use of the funds

Investing in facilities and providing supportive investments.

Facilities investment

- Directly investing in construction or rehabilitation of affordable housing projects or facilities providing supportive housing services
 - Gap financing to help projects already in the works achieve financial viability
 - Directly building the projects

Supportive Investments

- Directly investing in people
 - Operating and maintenance subsidies for new affordable or supportive housing
 - ... Rental assistance*
 - ... Down payment assistance*



Timelines – All complete

- Resolution of Intent (must be adopted by January 27, 2020)
 - ❑ Resolution No. 19254, November 4, 2019
- The legislation (must be adopted by July 27, 2020)
 - ❑ Ordinance No. 481, November 25, 2019
- Sent to, and received by, the Department of Revenue on November 26, 2019 with the effective date of January 1, 2020
- Department of Revenue has calculated the maximum capacity (cap) of \$96,061.54



Where we are today

▶ Revenue

- ▶ Revenue is begin collected into fund 162, nothing has been spent
- ▶ Waiting for an investment plan and ILA

▶ Housing Needs Assessment

- ▶ ILA signed with City of WW to include the unincorporated County and City of Prescott in the Housing Needs Assessment.
- ▶ Will be used to determine a plan for investment



Next Steps – Decision Making

A county or city may enter into an **interlocal agreement** with one or more counties, cities or public housing authorities to make the money go farther.

Benefits include:

- ❑ Stretching each tax dollar to make it go farther.
- ❑ Regional decision making and solutions to investing in affordable and supportive housing.
- ❑ Sharing of resources, services, and cost sharing.
- ❑ Unified service delivery.



Next Steps - ILA

The interlocal agreement may include but is not limited to:

- ❑ Method for pooling tax receipts.
- ❑ Pledging tax receipts to bonds issued by one or more parties to the agreement.
- ❑ Allocating the proceeds of the tax levies or the bonds to a joint or regional project.

ILA will outline:

- ❑ duration;
- ❑ whether a new agency is formed;
- ❑ Its purpose or purposes;
- ❑ the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget;
- ❑ the permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon such partial or complete termination; and
- ❑ any other necessary and proper matters

Approved by ordinance, resolution or motion of the legislative authorities

Either filed with the county auditor or posted on a public agency's website or other electronically retrievable public source



Questions or
concerns?



Estimates

► Estimating potential revenues.

Walla Walla County 2018 Taxable Retail Sales:
\$1,091,532,294

- Annual tax credit at .0073%: \$79,682
- Annual tax credit at .0146%: \$159,364

► Pro tips

The FY2019 taxable retail sales number will be used to calculate the maximum revenue a city or county can collect.

- A county should impose the tax credit before cities to ensure it gets credit for the full amount.

Estimates

► Pledging the tax to bonds.

Walla Walla County 2018 Taxable Retail Sales:

\$1,091,532,294

- Annual tax credit at .0073%: \$79,682 -> Bond = \$1,202,000 (low end)
- Annual tax credit at .0146%: \$159,364 -> Bond = \$2,404,000 (not achievable unless all cities in Island County declare they will not levy sales tax)
 - actual amounts could be a combination of the two

Estimates

► Other community estimates.

Walla Walla City 2018 Taxable Retail Sales: \$658,200,334

- ❑ Annual tax credit at .0073%: \$48,049
- ❑ Annual tax credit at .0146%: \$96,097

College Place 2018 Taxable Retail Sales: \$154,583,657

- ❑ Annual tax credit at .0073%: \$11,285
- ❑ Annual tax credit at .0146%: \$22,569

Waitsburg 2018 Taxable Retail Sales: \$9,326,980

- ❑ Annual tax credit at .0073%: \$681
- ❑ Annual tax credit at .0146%: \$1,362

Prescott 2018 Taxable Retail Sales: \$5,474,160

- ❑ Annual tax credit at .0073%: \$400
- ❑ Annual tax credit at .0146%: \$799

Estimates

► Pledging the tax to bonds.

Walla Walla City 2018 Taxable Retail Sales: \$658,200,334

□ Annual tax credit at .0073%: \$48,049

□ -> Bond = \$725,000

College Place 2018 Taxable Retail Sales: \$154,583,657

□ Annual tax credit at .0073%: \$11,285

□ -> Bond = \$170,000

Estimates – if cities and county cooperate

► Working together to maximize the outcome.

Walla Walla County (.0146% in unincorporated areas – does not include half credit in incorporated areas)

□ -> Bond = \$291,000

Walla Walla City (.0073%)

□ -> Bond = \$725,000

College Place (.0073%)

□ -> Bond = \$170,000

Prescott (.0073%)

□ -> Bond = \$6,000

Waitsburg (.0073%)

□ -> Bond = \$10,000

Total: \$1,202,000

Estimates – if cities and county cooperate

- ▶ Working together to maximize the outcome.

Walla Walla County (.0146% in all areas – cities forego implementation)

Total: \$2,404,000



Walla Walla County Department of Community Health

Meghan DeBolt

.01% Sales Tax Funding

Purpose: The Board of County Commissioners implemented a 0.1% sales and use tax effective January 1, 2012 for the **purpose providing new, expanded programs for the provision of chemical dependency or mental health treatment services or therapeutic courts** as defined by RCW 82.14.460.

Reauthorized in August of 2016 for January 1, 2017 through December 31st, 2021.



Priorities

- ▶ Individuals in the criminal justice system who have been deemed to benefit from chemical dependency and/or mental health treatment services, including new or expanded therapeutic courts
- ▶ Individuals in need of chemical dependency or mental health treatment who do not have access to other forms of funding nor benefits to obtain such services. Priority will be considered for integrated behavioral health service delivery models.
- ▶ Prevention and Community Education programs to support prevention and early intervention to reduce the need for higher intensity services.
- ▶ Wrap around services for children and adolescents that address a recovery oriented system of care and include early intervention, treatment support and aftercare and recovery supports in the community.

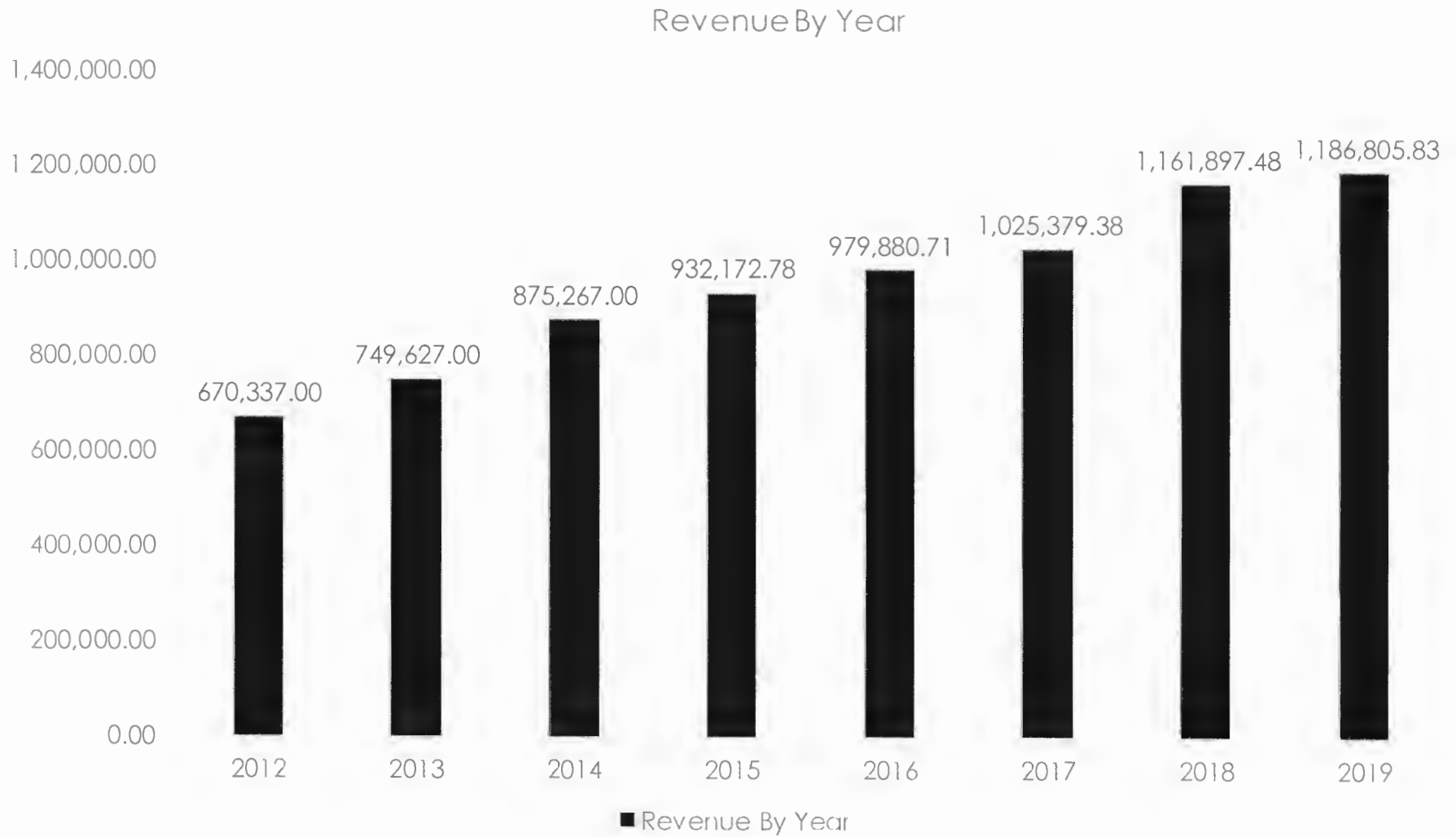


Priorities

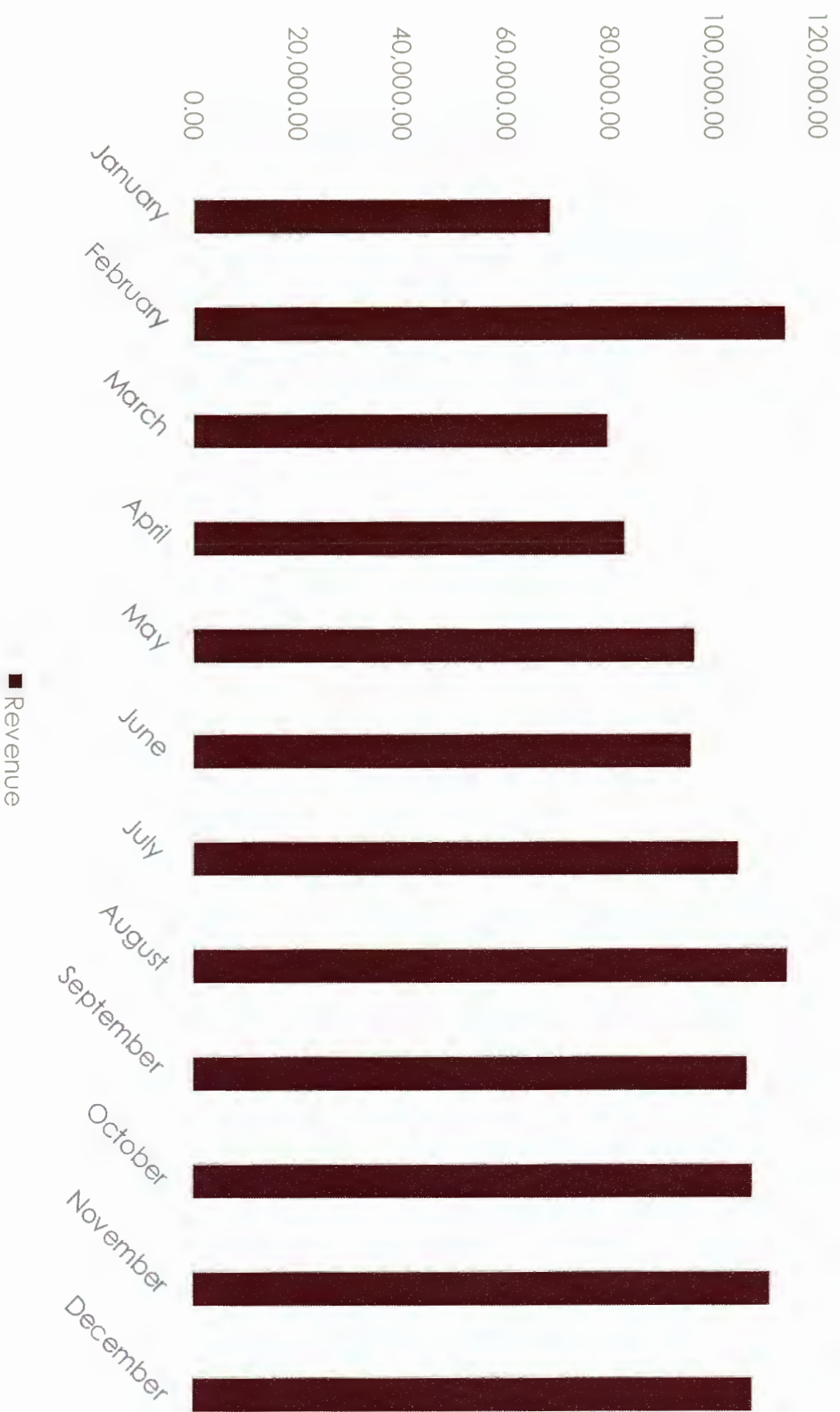
- ▶ Medication management services to support appropriate pharmacology management practices which may include specialty clinical skills and service delivery systems and/or services to enhance medication compliance for individuals who require community level supports to achieve and maintain wellness.
- ▶ Services that are consistent with the State's Behavioral Health Priority Outcomes as noted:
 - ▶ Improve health status and wellness
 - ▶ Increase meaningful activities, including employment and education
 - ▶ Reduce involvement with criminal justice systems, including jails and prisons.
 - ▶ Reduce avoidable costs in hospitals, emergency rooms, crisis services, and jails/prisons.
 - ▶ Increase stable housing in the community
 - ▶ Improve satisfaction with quality of life, including measures of recovery and resilience.
 - ▶ Decrease population-level disparities



Revenue



Revenue 2019



Expenditures - 2019

	2019 BUDGET	2019 EXPENDITURES	VARIANCE
DEPARTMENT OF COMMUNITY HEALTH	\$71,555.00	\$53,180.49	\$18,374.51
DCH - SUB-CONTRACTS	\$500,000.00	\$517,937.04	-\$17,937.04
CORRECTIONS - SUBCONTRACTS	\$200,000.00	\$194,847.00	\$5,153.00
JUVENILE JUSTICE	\$256,806.00	\$240,725.38	\$16,080.62
ARC RESTORATIVE JUSTICE	\$2,000.00	\$624.24	\$1,375.76
COUNTY MENTAL HEALTH CLERK	\$28,858.00	\$24,217.21	\$4,640.79
INDIGENT DEFENSE	\$40,000.00	\$20,502.24	\$19,497.76
PROS ATTORNEY	\$49,992.00	\$49,272.62	\$719.38
TOTAL	\$1,149,211.00	\$1,101,306.22	\$47,904.78



Corrections

- ▶ Therapeutic Family Court: Program aimed at diverting individuals with eligible charges to treatment services rather than incarceration, with the added incentive of being reconnected with their children after all program obligations have been met, which includes a behavioral health treatment plan.
- ▶ Indigent Defense: Contracted legal services for individuals who cannot afford legal fees.



Community Health

- ▶ Administrative costs, totaling \$xxxxxxx, include:
 - ▶ 0.1 FTE of the Behavioral Health Prevention Specialist and the Health Educator for Suicide Prevention efforts.
 - ▶ Operations and office supplies, a subcontracted service to support community priority setting, support of community and provider trainings, and the DCH's membership and participation dues associated with Washington State Association of County Human Services.
- ▶ Community Based Behavioral Health Services: Contracted behavioral health services, focused on prevention and low intensity care, through various community provider organizations.



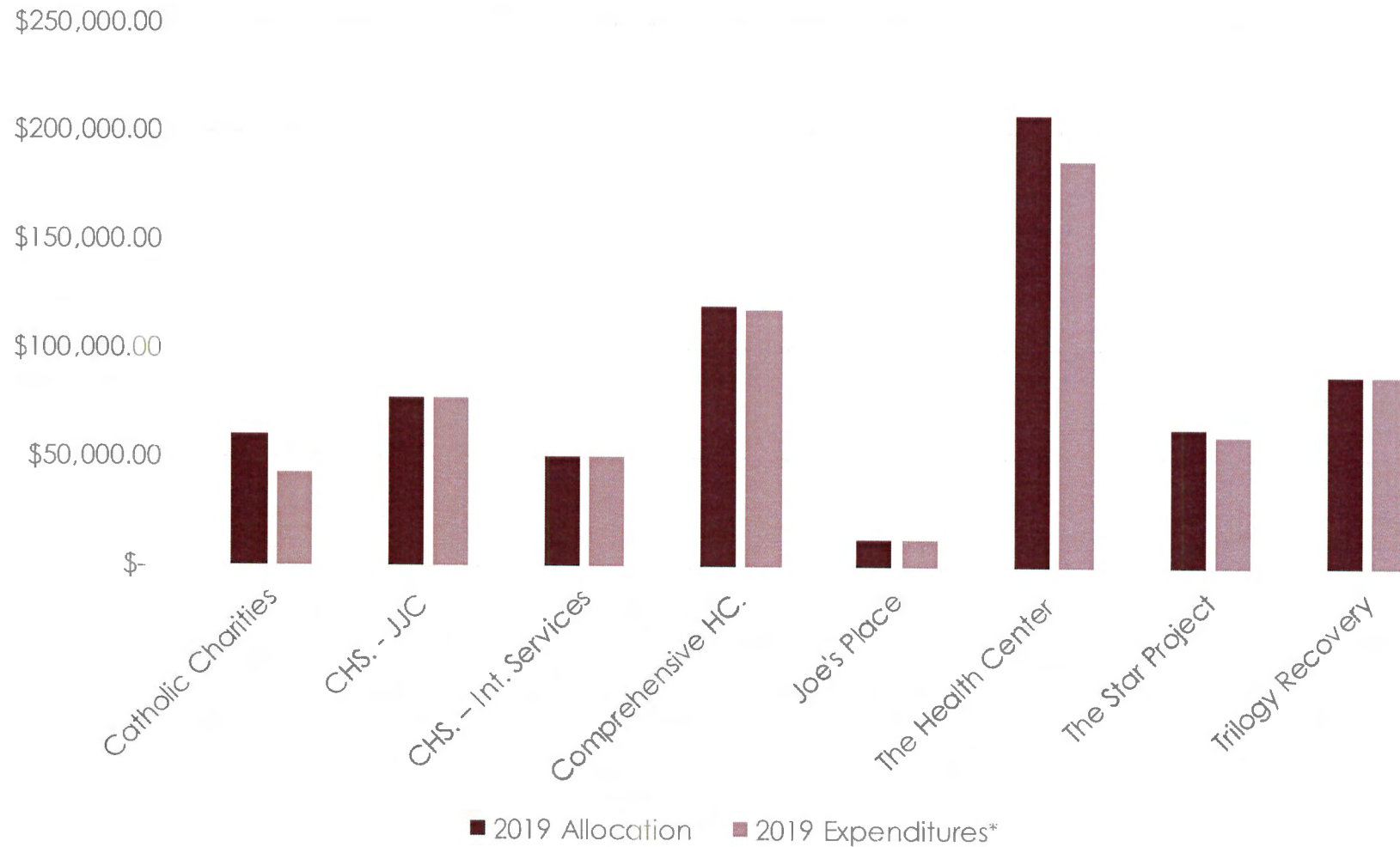
Expenditures – DCH Sub-Contracts

ORGANIZATION	2019-2020 AWARD	2019 ALLOCATION	2019 EXPENDITURES *	2020 ALLOCATION	2019 ROLLOVER
CATHOLIC CHARITIES	\$ 121,000.00	\$ 60,500.00	\$ 42,769.75	\$ 60,500.00	\$ 7,730.25
CHS. - JJC	\$ 153,505.00	\$ 76,753.00	\$ 76,753.00	\$ 76,752.00	none
CHS. – INT. SERVICES	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 0.00	none
COMPREHENSIVE HC.					
THE HEALTH CENTER	\$ 238,000.00	\$ 108,000.00	\$ 186,938.96	\$ 130,000.00	None
THE STAR PROJECT	\$ 120,674.00	\$ 63,837.00	\$ 59,974.00	\$ 56,837.00	\$ 3863.00
TRILOGY RECOVERY	\$ 123,000.00	\$ 88,000.00	\$ 88,000.00	\$ 35,000.00	None
TOTAL	\$ 1,006,619.71	\$ 574,652.00	\$ 553,058.75	\$ 410,374.46	\$ 21,593.25



Funds Allocated v. Expended

2019 Allocation v. Expenditures



The STAR Project

The STAR Project

Many STAR clients were enrolled in higher education in 2019.

One recent participant was a single mother who dropped out of school in 8th grade.

After enrolling at WWCC, and receiving educational assistance from STAR staff members, our client graduated with her High School diploma.

Today, she is enrolled in an AA degree program and is consistently on the Dean's list for her good grades and academic achievements.

STAR provides assistance to clients who need help navigating the world beyond incarceration. We help with finding employment, housing, accessing substance use disorder resources – and occasionally algebra homework.

STAR Case
Management
1/1/19 – 12/31/19

Total Clients
Served: 151



■ Male ■ Female

Trilogy Recovery Community

- ▶ On June 24th, 2018, Donigar (or Donny) Watkins was incarcerated yet again. He had unstable housing, a long history with the legal system, history of broken relationships, declining mental health, and he was battling for custody of his son. He was isolating himself and drinking heavily each day. In jail he had been placed on high security because of his history. In the fall of 2018 Donny began services with Trilogy through the Recovery Pod Program. Initially, he admits being apprehensive about the program and says he started out in an "anti-recovery" mindset. However, in November of 2018, something shifted internally and he notes that it began with the way he was being treated in the program, as a person worthy of recovery. He recalled topics covered by Trilogy that were helpful early in his recovery, including Cognitive Behavioral Therapy (CBT) skills, recovery planning, and time management. He shared that, with the support of the program, starting to have visits with his son again, as well as finding out he had a daughter on the way, he knew he wanted recovery more than anything in the world.
- ▶ Thanks to financial support of Trilogy through the 1/10th of 1%, Donny's progress and relationship with Trilogy was able to continue upon completing of his sentence, in April 2019. Utilizing the recovery plan created in jail, Trilogy supported Donny to tackle each goal and even create new goals, while utilize important skills to continue his recovery journey. He shares, "Slowly the goals started to come together and my life has made a huge turn around. My mental health and substance misuse was at an all-time high two years ago. Today, I feel good about myself. I feel that there's hope. I'm able to continue to stay on track with my recovery plan and continue to achieve new goals I have for myself. It's been a huge help in my life."
- ▶ Donny continues to engage with Trilogy today and we're happy to report that he has established housing, he has reunified with his daughter and is close to reunification with his son (delayed due to COVID), he has started classes at WWCC and has continued his sobriety and recovery. Donny has established what the recovery community refers to as "recovery capital" or wealth in supportive external resources. These additional local resources that have supported his recovery journey include: The Star Project, Serenity Point Counseling, and Comprehensive Mental Health. Thank you commissioners and the 1/10th of 1% for allowing Trilogy to support community members like Donny, thrive.



- ▶ Number of Individuals and Families served with 1/10th of 1% funding in 2019:
 - Latino Outreach Services = 100
 - Youth Support Services = 250
 - Adult & Family Services = 130
 - **Total Served = 480**



Donny Watkins

Peer Highlight:

The Health Center



Unique visits (persons served)	842
Non Intake visits	1492
Group visits	82
Care Coordinator Interactions	3361

- ▶ Behavioral health counseling helps students address anxiety and return to class:
 - ▶ A student missed the whole first week of class due to his anxiety, has difficulty making eye contact, and is very withdrawn. He was referred to The Health Center (THC) for mental health counseling. Toward the end of his treatment, his THC counselor asked the student to create his world using the toys in the sand tray. The student put his THC counselor, school nurse, and teacher in a building with a dragon looking through the window. The student described the dragon as his anxiety, and he sees it as something separate from himself and that doesn't make him a bad person. The student was able to complete his counseling and school year successfully due to the integrated approach that 0.1% contract
 - ▶ supports by funding The Health Center.



JOE'S Place #1

► Individuals Serve

- African American (Black)--- (2)
- Caucasian (White)----- (17)
- Native American (Alaskan)- (3)
- Asian ----- (0)
- Hispanic (Mexican) ----- (4)

▪ TOTAL ----- (26)

- Level One ----- (19)
- Level Two ----- (1)
- Level Three ----- (4)
- SVP----- (2)

TOTAL -----(26)

► Story

Client arrived about 1 year ago from WayPoint (CMH) and was confused, lost, hopeless, labeled, and dealing with a severe mental disorder. For roughly the first 4 months this client never really talked much and would just sit alone quietly twiddling his thumbs. As the client worked with CMH and got stable with medication we at JOES Place learned he played the trumpet, so we purchased one for the client. This seemed to brighten his eyes up and after several more months our client started to open up and become more social. We put him in MRT group which seemed to help him tremendously and today the client has graduated the MRT group, receives SSI, and is working on getting his license. To watch a client be so withdrawn and lost become a stable member of society is amazing and that is why we do the work we do with our local registered sex offenders. This also reduces the chance for re-offending.

You supply someone with housing, support groups (MRT), dignity, love, and respect you will see their life change for the better. This was an amazing transformation.



the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the social and cultural contexts in which these activities take place. (p. 1)

The 'communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of communication, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information science' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the social and cultural contexts in which these activities take place. (p. 1)

The 'information technology' field is defined as:

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2019 Report
0.1th % Sales and Use Tax
Chemical Dependency and Mental Health
Walla Walla County

Meghan DeBolt, MPH/MBA; Nikki Sharp, LICSW

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Table of Contents:

Introduction 2

Revenue 4

Expenditures 5

Performance Measures 9

Summary 11

INTRODUCTION

The Walla Walla County Board of County Commissioners (BOCC) implemented a 0.1% sales and use tax effective January 1, 2012 for the purpose providing new, expanded programs for the provision of chemical dependency or mental health treatment services or therapeutic courts as defined by [RCW 82.14.460](#). In August of 2016 the BOCC voted to reauthorize the sales tax for an additional five-year period, January 1st, 2017 through December 31st, 2021.

The mission of the Walla Walla County 0.1% sales and use tax for chemical dependency and mental health is to support programs which strengthen and enhance the continuum of care for treatment of mental health and/or substance use disorders in Walla Walla County. The Department of Community Health (DCH) convened key stakeholders throughout Walla Walla County to establish a list of priorities to allocate funds generated by the sales tax.

Behavioral Health Treatment Sales Tax Priorities:

- Individuals in the **criminal justice system** who have been deemed to benefit from chemical dependency and/or mental health treatment services, including new or expanded therapeutic courts.
- Individuals in need of **chemical dependency or mental health treatment** who do not have access to other forms of funding nor benefits to obtain such services. Priority will be considered for integrated behavioral health service delivery models.
- **Prevention and Community Education** programs to support prevention and early intervention to reduce the need for higher intensity services.
- **Wrap around services** for children and adolescents that address a recovery-oriented system of care and include early intervention, treatment support and aftercare and recovery support in the community.
- **Medication management services** to support appropriate pharmacology management practices which may include specialty clinical skills and service delivery systems and/or services to enhance medication compliance for individuals who require community level supports to achieve and maintain wellness.
- Services that are consistent with the State's Behavioral Health Priority Outcomes as noted:
 - *Improve health status and wellness*
 - *Increase meaningful activities, including employment and education*
 - *Reduce involvement with criminal justice systems, including jails and prisons.*

- *Reduce avoidable costs in hospitals, emergency rooms, crisis services, and jails/prisons.*
- *Increase stable housing in the community*
- *Improve satisfaction with quality of life, including measures of recovery and resilience.*
- *Decrease population-level disparities*

Funds are allocated based upon community priorities and statutory requirements, set forth by RCW 82.14.460. Most of these funds are administered by the DCH and are subcontracted to community organizations and providers to provide behavioral health services and support to Walla Walla County residents. Other internal County services supported by these funds include a Family Therapeutic Court Program and Indigent Defense support for those who cannot afford representation. Walla Walla County Corrections Department and the Prosecuting Attorneys offices administer these programs. In addition, a significant amount of time and energy are allocated to oversee and administer such programs, beyond direct service. The County Clerk's office also receives an allocation to cover administrative costs with the Therapeutic Court and Indigent Defense programs.

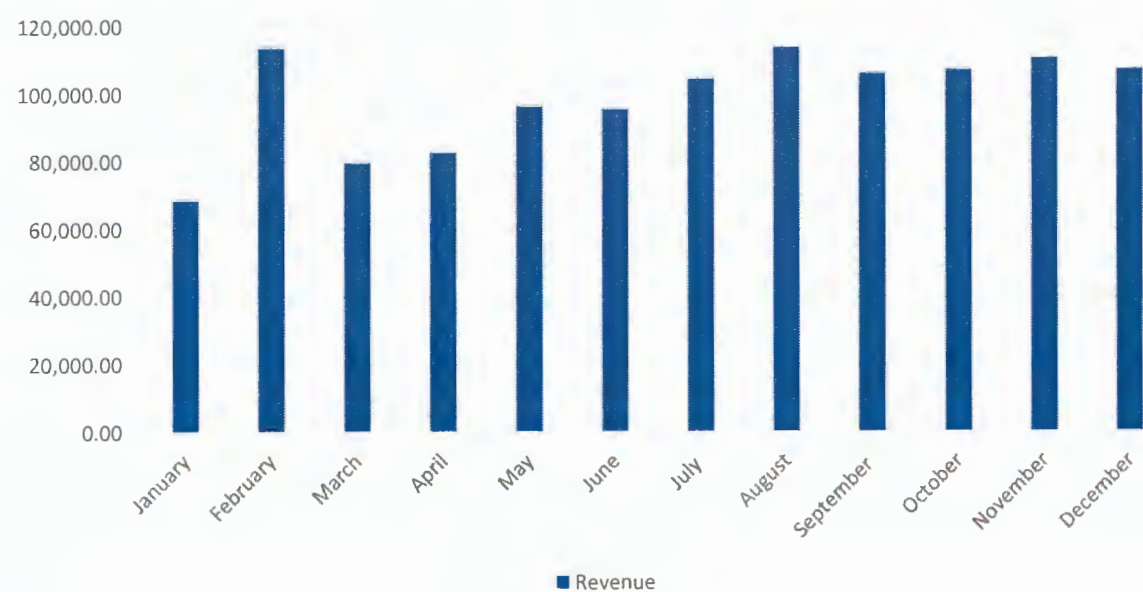
REVENUE

The implementation of the Behavioral Health Treatment Sales Tax for Mental Health and Substance Use treatment and services has continued to generate increased annual revenue for Walla Walla County, peaking in 2019 at \$1,186,805.83, which was a 2% increase from 2018.

Graph 1: Revenue by year



Graph 2: Revenue by month 2019



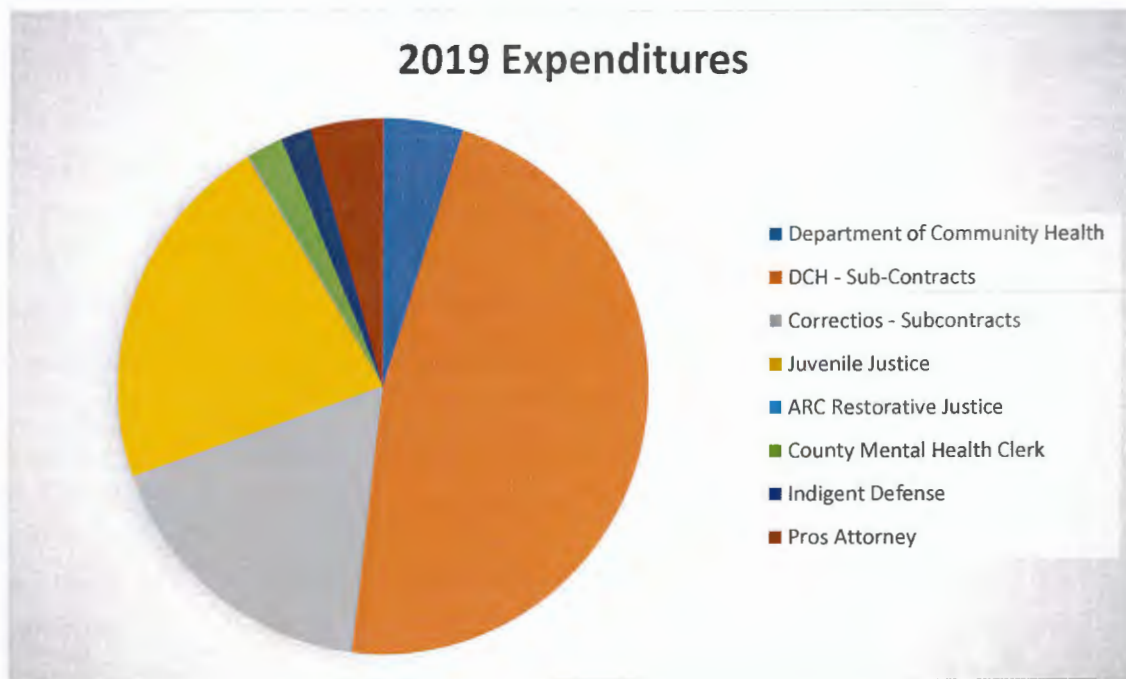
EXPENDITURES

Growing revenue has resulted in expansion of services throughout Walla Walla County. The funds generated by the 0.1th% sales and use tax is used by several county departments; most funds are utilized by the following departments:

- Corrections
 - Adult Recovery Court: Program aimed at diverting individuals with eligible charges to treatment services rather than incarceration, with the added incentive of having charges dismissed after obligations have been met, which includes a behavioral health treatment plan.
 - Indigent Defense: Contracted legal services for individuals who cannot afford legal fees.
- Community Health
 - Behavioral Health System Coordination: as the primary fiscal agent for the sales and use tax, along with various other behavioral health related contracts and responsibilities; the DCH maintains use of a small amount of this fun to support staff with expertise in the behavioral health continuum of care from prevention to recovery services.
 - Community Based Behavioral Health Services: Contracted behavioral health services, focused on prevention and low intensity care, through various community provider organizations.
 -

	2019 BUDGET	2019 EXPENDITURES	VARIANCE
DEPARTMENT OF COMMUNITY HEALTH	\$71,555.00	\$53,180.49	\$18,374.51
DCH - SUB-CONTRACTS	\$500,000.00	\$517,937.04	-\$17,937.04
CORRECTIONS - SUBCONTRACTS	\$200,000.00	\$194,847.00	\$5,153.00
JUVENILE JUSTICE	\$256,806.00	\$240,725.38	\$16,080.62
ARC RESTORATIVE JUSTICE	\$2,000.00	\$624.24	\$1,375.76
COUNTY MENTAL HEALTH CLERK	\$28,858.00	\$24,217.21	\$4,640.79
INDIGENT DEFENSE	\$40,000.00	\$20,502.24	\$19,497.76
PROS ATTORNEY	\$49,992.00	\$49,272.62	\$719.38
TOTAL	\$1,149,211.00	\$1,101,306.22	\$47,904.78

Graph 3: Expenditures by County Department



CORRECTIONS

WALLA WALLA COUNTY FAMILY TREATMENT COURT

Walla Walla County Family Treatment Court

The Walla Walla County Family Treatment Court (FTC) provides parents and children who are the subjects of a potential dependency court action a structured approach to drug treatment through an integrated, coordinated response that includes timely decisions and prompt access to services that address parental deficiencies, and ensures decisions are made based on the best interest of the child(ren) with the goal of expedited permanency for the child(ren) involved.

FTC differs from the regular Dependency process by including regular bi-weekly court hearings, intensive judicial monitoring, provision of substance abuse treatment and other wrap-around services, more frequent drug testing, and incentives and sanctions linked to service compliance.

Family Treatment Drug Courts have been established across the country under various titles and include various conditions of entry and successful completion requirements. Although our program requires a diagnosis of substance abuse as an eligibility factor, we understand that there are many other issues that need to be addressed with a family in crisis. We attempted to encompass all areas of concern by using the name Family Treatment Court.

Because of the unique problems and opportunities that present themselves in working with drug involved families, intervention and rehabilitation strategies must be “reality-based”. Family Treatment Court must therefore recognize:

- Individuals with Substance use disorder are most vulnerable to successful intervention when they are in the crisis of pending court action, so intervention must be immediate.
- Preventing gaps in communication and ensuring accountability are of critical importance, so court supervision must be coordinated and comprehensive.
- Substance use seldom exists in isolation from other serious problems, which undermine rehabilitation, so intervention must include other available services and resources such as dual diagnosis intervention, educational assessments and job assistance.
- Relapse and intermittent progress are part of the recovery process, so sanctions and incentives is integral to the drug court intervention strategy.

0.1th % funds are utilized in FTC to purchase incentives (Wal Mart gift cards, Amazon Gift Cards, Coffee gift cards, sobriety coins, YMCA memberships, movie passes, gas gift cards, bus tickets, or other personalized participant needs) for participants who reach program goals and remain in compliance with program requirements. Additionally, these funds go toward staff salaries, staff training, drug testing, drug court software, and other miscellaneous operating costs. In 2018, eight parents were enrolled in FTC; one graduated, one was terminated from the program, and the remaining parents are making progress towards graduation.

Walla Walla County Juvenile Therapeutic Court

The Juvenile Therapeutic Court (JTC) was established after research indicated that youth in Walla Walla County would benefit from a drug court program. The Walla Walla County Juvenile Therapeutic Court (JTC) is a minimum nine-month treatment-based program for Walla Walla County youth who are charged with certain crimes and need education and treatment for substance abuse and any other identified issues. The intent of the program is to offer youth an alternative to full criminal prosecution at the pre-adjudication level. The program includes community supervision, compliance with truancy law, testing for substance abuse, regular court appearances, and substance abuse treatment and education. A combination of incentives and sanctions are used to motivate the participants in program.

JTC held its first docket in February of 2016. During this first year, JTC enrolled seven youth into the program. Four of them successfully completed and graduated from the program and got to have their charges dismissed. Three of the original seven participants were terminated from the program for non-compliance, and therefore returned to the juvenile criminal docket and placed on community supervision.

Twenty-four youth have been served by JTC since its inception. Only 3 youth have committed a new offense after opting in.

0.1% funds are utilized in JTC very similarly as they are in FTC, except for a contract with a Functional Family Therapist named Amy Campbell. Amy is contracted by JTC to provide the evidence-based program specifically for JTC youth.

COMMUNITY HEALTH

The Walla Walla County Community Health Advisory Board (CHAB) oversees fund allocation and expenditures of the DCH portion of the treatment tax. DCH administration of the fund and sub-contracts to community organizations represent most expenditures for 2019, as with previous years. In 2019, administrative and program costs, totaling \$53,180.49, include salary and benefits for 0.2 FTE of the Behavioral Health Prevention Specialist and the Health Educator for Suicide Prevention efforts. In addition, a minimal amount is used for operations and office supplies, a subcontracted service to support community priority setting, support of community and provider trainings, and the DCH's membership and participation dues associated with Washington State Association of County Human Services.

Contracts for the 2019-2020 biennium were awarded through a Request for Proposals (RFP) for the Walla Walla County Behavioral Health Fund. This fund is a combination of 0.1th% funding and Ad Valorem property tax funding that has been allocated for mental health services. The total of these funds for 2019 was \$575,000.

Seven agencies applied for funding. Award allocation and expenditure are outlined in Table 1.

Table 1: 2019-2020 Sub-Contract Awards and Expenditures by Organization

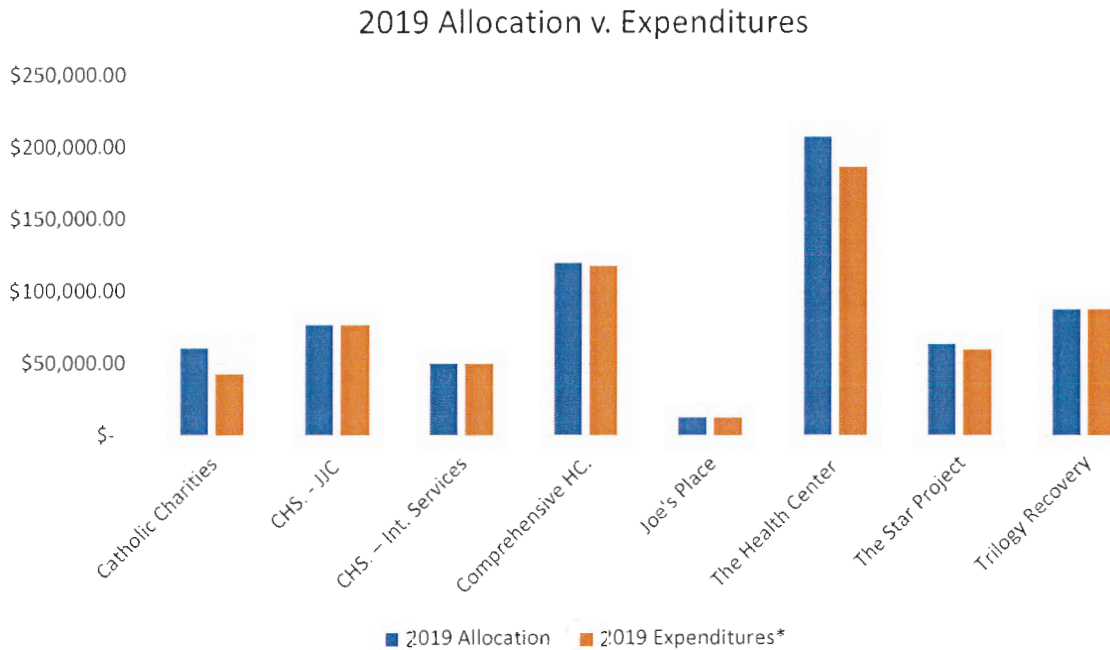
ORGANIZATION	2019-2020 AWARD	2019 ALLOCATION	2019 EXPENDITURES*	2020 ALLOCATION	2019 ROLLOVER
CATHOLIC CHARITIES	\$ 121,000.00	\$ 60,500.00	\$ 42,769.75	\$ 60,500.00	\$ 7,730.25
CHS. - JJC	\$ 153,505.00	\$ 76,753.00	\$ 76,753.00	\$ 76,752.00	none
CHS. – INT. SERVICES	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 0.00	none
COMPREHENSIVE HC.					
THE HEALTH CENTER	\$ 238,000.00	\$ 108,000.00	\$ 186,938.96	\$ 130,000.00	None
THE STAR PROJECT	\$ 120,674.00	\$ 63,837.00	\$ 59,974.00	\$ 56,837.00	\$ 3863.00
TRILOGY RECOVERY	\$ 123,000.00	\$ 88,000.00	\$ 88,000.00	\$ 35,000.00	None
TOTAL	\$ 1,006,619.71	\$ 574,652.00	\$ 553,058.75	\$ 410,374.46	\$ 21,593.25

*2019 Expenditures may be higher than 2019 award if an organization had roll over funds from the 2017/18 award cycle.

Organizations receiving 0.1th% funds stayed within their 2019 funding allocation, as shown in Graph 4 below. Any funds that were not expended in 2019 carried over into the second year of

the budget for 2020. If an organization had funds remaining after 2020, DCH extended contracts into 2019, or added these funds to their 2019/20 contracts for services which was a few agencies in this time.

Graph 4: 2019 Funds Allocated v. Funds Expended



OVERVIEW OF SERVICES PROVIDED

Catholic Charities (CC) provides evidence-based therapy, using Cognitive Behavioral Therapy, to unserved populations in Walla Walla County, inclusive of indigent persons and the availability of a sliding fee scale to others without full ability to pay, as well as adding capacity to serve the Latino population of the community, to include the provision of bi-lingual counseling services. Bilingual counseling services will be provided in to enhance employment capacity for a bilingual mental health professional. CC partners with other agencies in the community, including schools and the medical community for referrals.

Children's Home Society (CHS) received funding for two programs – integrated services at Walla Walla Clinic Pediatrics and mental health service provision at JJC.

Through partnership with Walla Walla Clinic Pediatrics, CHS has piloted a new integrated healthcare initiative designed to provide behavioral health assessment and brief treatment services in the primary healthcare setting. CHS provides a Master's level Social Worker (MSW) who provides consultation, brief therapy, referrals, and transition care and planning. Referrals

include but are not limited to individual and family mental health counseling, specialized therapy, early intervention services, and specialized assessments. The MSW also coordinate communication between the patient/family, healthcare providers, and patient's school staff (teachers, school psychologists, intervention specialists), mental health and psychiatric agencies, other health specialties, and Law Enforcement/Child Protective Services. CHS was awarded additional funding in 2019 for this service with the goal to work with Walla Walla Clinic to bill for appropriate services and offer sustainability independent of local funds.

In addition, CHS partners with the Juvenile Justice Center to provide behavioral health treatment services for at-risk youth in Walla Walla who are not eligible for Medicaid services and have no private insurance benefits. The Clinical Specialist provides mental health assessments, individual and group counseling for youth detained at JJC using the Trauma Focused Cognitive Behavioral Therapy Model. To ensure continuity of care, the Clinical Specialist offers 6 months of follow up once youth is released from JJC in coordination with the Medicaid services treatment provider for youth who become Medicaid-eligible. As measured by the Children's Global Assessment Scale (CGAS), youth in treatment show improved clinical and functional status and improved peer relationships. The overall target outcome for youth served in JJC will be defined as: One year following release, youth have not returned to JJC.

Comprehensive Health Care (CHC) receives funding for several services within the same contract. CHC provides outpatient mental health assessment, medication management and treatment to unserved populations in Walla Walla County, inclusive of indigent persons and the availability of a sliding fee scale to others without full ability to pay. May also include psychiatric prescriber services to inmates of the Walla Walla County Jail, along with integrated services within community settings. CHC has places a mental health professional in the Walla Walla County Jail to assist in assessing inmates, coordinating care with community mental health providers, aiding in classification of inmates, and providing custody management recommendations.

CHC assesses insurance benefits at the time of initial assessment and assists individuals to access eligible insurance resources to assure the use of 0.1% funding shall be the fund of last resort for the provision of mental health services. CHC also provides support to primary care providers, emergency room providers and school-based settings through consultation or by accepting referrals. Crisis Intervention Teams (CIT) training has also been provided to Walla Walla law enforcement agencies.

- ▶ What it meant for people to have support:
 - ▶ Monolingual Spanish speaking resident of WW area; uninsured; received critical therapeutic intervention & medication management, needed to stabilize symptoms.

- ▶ DBT group offered to individuals who's insurance would not pay for this evidence based modality; & are currently in recovery.
- ▶ For 280 people – each with their own story of truly “no way to pay” for essential care were supported through this contract.
-with gratitude Comprehensive Healthcare

The Health Center (THC) is a school-based health center (SBHC), which means we provide medical and mental/behavioral health services in or near a school. THC was established in 2009 at Lincoln High School, and now has additional locations at Blue Ridge Elementary/Head Start/ECAP, Pioneer Middle School, and Walla Walla High School. THC provides collaborative, cost-effective school-based, integrated behavioral health services for underserved children that foster collaboration between parents, health care providers, schools, and other child-serving organizations by providing education, screenings, early diagnoses/intervention and best practice treatment for children with behavioral health issues.

To ensure clients have access to care, THC will assess insurance benefits at the time of initial assessment and assist individuals to access eligible insurance resources. In addition, THC will pursue the billing for private insurance benefits when such benefits are available for individual, group or family counseling. Services provided include:

- Individual counseling
- Group counseling (topic specific and general, as needed)
- Trauma informed therapy
- Choice therapy
- Dialectical therapy
- Mindfulness
- Anger and emotion regulation
- Behavioral health screening
- Crisis support during school hours
- Referrals

Success Story: A student missed the whole first week of class due to his anxiety, has difficulty making eye contact, and is very withdrawn. He was referred to The Health Center (THC) for mental health counseling. Toward the end of his treatment, his THC counselor asked the student to create his world using the toys in the sand tray. The student put his THC counselor, school nurse, and teacher in a building with a dragon looking through the window. The student described the dragon as his anxiety, and he sees it as something separate from himself and that doesn't make him a bad person. The student was able to complete his counseling and school year successfully due to the integrated approach that 0.1% contract supports by funding The Health Center. – Lindsay Engh, Executive Director, The Health Center

Star Project (Star) provides recovery support services to clients with felony convictions, including their families. Through Star's program, clients receive assistance with any (or all) of the following issues:

- Peer-to-peer substance use disorder support
- Referrals to community partners specializing in substance use disorder treatment or mental health disorder treatment
- Moral Reconnection Therapy (MRT - a form of cognitive behavioral therapy specifically for justice-involved individuals)
- Reentry planning
- Family reunification
- Accessing higher education (including FAFSA support and school registration)
- Planning and accessing community service hours
- Coordination with the Department of Corrections Field Supervision office
- Remittance of Legal Financial Obligations
- Internal referrals to other STAR programs including housing and employment
- Budgeting

Success Story: Ideally, STAR exists to reduce recidivism and keep people from cycling in and out of the criminal justice system. In Washington State, recidivism is approximately 32.2% - our people have a 1 in 3 chance of going back to jail or prison within three years of release. STAR's recidivism (calculated using the same markers) is 14.9%. Many STAR clients were enrolled in higher education in 2019.

One recent participant was a single mother who dropped out of school in 8th grade. After enrolling at WWCC, and receiving educational assistance from STAR staff members, our client graduated with her High School diploma. Today, she is enrolled in an AA degree program and is consistently on the Dean's list for her good grades and academic achievements.

STAR provides assistance to clients who need help navigating the world beyond incarceration. We help with finding employment, housing, accessing substance use disorder resources – and occasionally algebra homework. - Becky Turner, Executive Director, Star Project

Trilogy Recovery Community (TRC) provides individual peer support and substance-informed counseling for youth and adults struggling with substance use or addiction. Peer support, substance-use informed counseling, and mental health and substance use education classes were provided to Walla Walla High School students. TRC provides evidence-based services, using the Community Reinforcement and Family Training (C.R.A.F.T.), Motivational Interviewing (MI), Schools Using Coordinated Community Efforts to Strengthen Students (SUCCESS) and other evidence-based or promising practices targeted toward addressing substance use disorders in youth. TRC also provided education and support to families with loved ones struggling with use. These family support services, along with individual peer support, were offered in Spanish and English.

Success Story: “On June 24th, 2018, Donigar (or Donny) Watkins was incarcerated yet again. He had unstable housing, a long history with the legal system, history of broken relationships, declining mental health, and he was battling for custody of his son. He was isolating himself and drinking heavily each day. In jail he had been placed on high security because of his history. In the fall of 2018 Donny began services with Trilogy through the Recovery Pod Program. Initially, he admits being apprehensive about the program and says he started out in an “anti-recovery” mindset. However, in November of 2018, something shifted internally, and he notes that it began with the way he was being treated in the program, as a person worthy of recovery. He recalled topics covered by Trilogy that were helpful early in his recovery, including Cognitive Behavioral Therapy (CBT) skills, recovery planning, and time management. He shared that, with the support of the program, starting to have visits with his son again, as well as finding out he had a daughter on the way, he knew he wanted recovery more than anything in the world.

Thanks to financial support of Trilogy through the 1/10th of 1%, Donny’s progress and relationship with Trilogy was able to continue upon completing of his sentence, in April 2019. Utilizing the recovery plan created in jail, Trilogy supported Donny to tackle each goal and even create new goals, while utilize important skills to continue his recovery journey. He shares, “Slowly the goals started to come together, and my life has made a huge turn around. My mental health and substance misuse was at an all-time high two years ago. Today, I feel good about myself. I feel that there’s hope. I’m able to continue to stay on track with my recovery plan and continue to achieve new goals I have for myself. It’s been a huge help in my life.”

Donny continues to engage with Trilogy today and we’re happy to report that he has established housing, he has reunified with his daughter and is close to reunification with his son (delayed due to COVID), he has started classes at WWCC and has continued his sobriety and recovery. Donny has established what the recovery community refers to as “recovery capital” or wealth in supportive external resources. These additional local resources that have supported his recovery journey include: The Star Project, Serenity Point Counseling, and Comprehensive Mental Health. Thank you, commissioners, and the 1/10th of 1% for allowing Trilogy to support community members like Donny, thrive. – Luis Rosales, Executive Director

Joe’s Place Success Story:

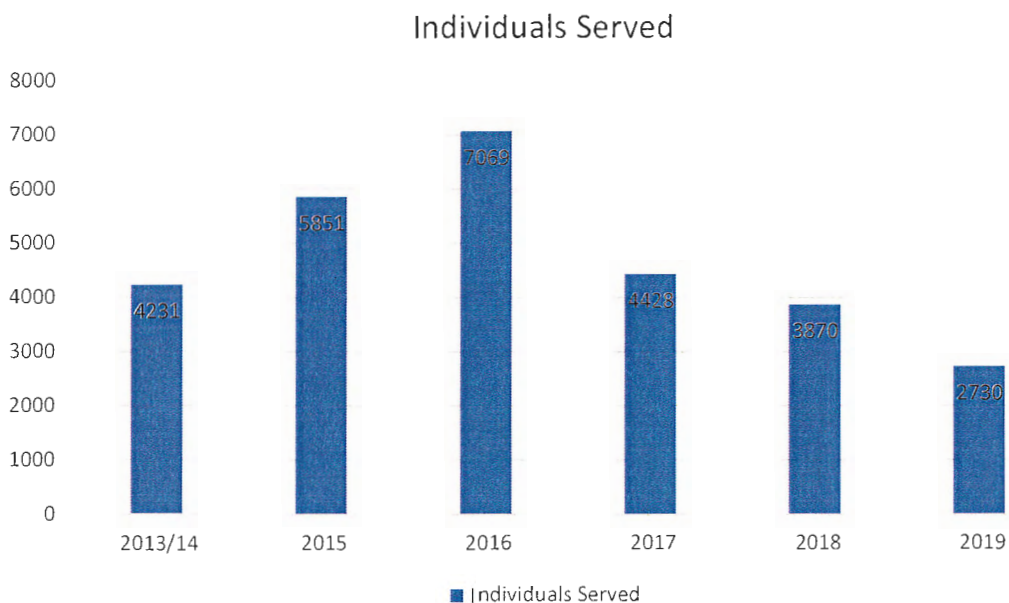
Client arrived about 1 year ago from WayPoint (CMH) and was confused, lost, hopeless, labeled, and dealing with a severe mental disorder. For roughly the first 4 months this client never really talked much and would just sit alone quietly twiddling his thumbs. As the client worked with CMH and got stable with medication we at JOES Place learned he played the trumpet, so we purchased one for the client. This seemed to brighten his eyes up and after several more months our client started to open up and become more social. We put him in MRT group which seemed to help him tremendously and today the client has graduated the MRT group, receives SSI, and is working on getting his license. To watch a client be so withdrawn and lost become a

stable member of society is amazing and that is why we do the work we do with our local registered sex offenders. This also reduces the chance for re-offending.

You supply someone with housing, support groups (MRT), dignity, love, and respect you will see their life change for the better. This was an amazing transformation.” Joe Field

INDICATORS AND PERFORMANCE MEASURES

Organizations track the number of clients they serve through these funds. As is clear in the chart #2, tracking has been inconsistent over the past few years. In 2017, organizations were asked to report only unduplicated client numbers. Since then, it appears there was a significant decrease in services provided. This is not the case.



In 2019, a total of **2730** individuals were served. Unlike in 2017, when we saw a 31% decrease in numbers of individuals services, in 2018 we only saw a 12% decrease. After further investigation into reporting prior to 2017, DCH found that from 2013 through 2016, organizations were not asked to report on unduplicated clients serviced. However, in 2017, DCH asked organizations to report the total number of unduplicated clients served through the programs they provide using this fund. This change in reporting is primarily what caused such a large decrease from 2016 to 2017.

This decrease is also due to the change in contracted services and scope of work under the contracts for the 2017-2018 fiscal year. A notable change that caused this decrease in the number of individuals served was the effort of Comprehensive Health Care to enroll individuals in Medicaid to cover the cost of their care. Individuals who have Medicaid, or other insurance coverage, are not counted as part of Comprehensive Health Care's service under this fund.

Although the total number of persons served has steadily decreased year after year, several programs expanded services. Comprehensive Health Care provided services to 1008 individuals in 2019, while in 2016 they provided 1627. In addition, The Health Center served nearly 800 additional clients in 2019.

Services were available in multiple locations. These range from the Juvenile Justice Center and the Jail to schools and Walla Walla Clinic. In addition, services were provided within a variety of community settings including homes, residential settings and hospital emergency rooms. One of the targeted goals of the fund is to increase outreach and service provision to the growing Latino population of the County. Thus, we contract with Trilogy Recovery Community for Latino outreach and Catholic Charities for the provision of bilingual counseling services.

The provision of services has also reached other minority populations as 11% of services were provided to those identified as a race other than White/Caucasian.

Another targeted goal was to increase services to Youth. Overall, 50% of those served have been Youth with services taking place in several school settings as well as at Trilogy and at The Health Center locations at Walla Walla High, Lincoln High, Pioneer Middle, and Blue Ridge Elementary Schools with plans to continue to expand throughout all WWPS district.

SUMMARY

The success stories of the programs, services and agencies are clear evidence that the implementation of the Walla Walla County 0.1% sales and use tax for chemical dependency and mental health has had a real and significant impact for residents of Walla Walla County. The Department of Community Health is dedicated to ensuring these funds are used with integrity. As a County entity, we strive to be as efficient and effective with the programs and funds we oversee. Moving forward, we will strive to ensure all Walla Walla County residents have access to high quality, cost effective, evidence based behavioral health services.

a) Consent Agenda Items:

- 1) Resolution _____ - Signing a
Local Agency Agreement for an application
for Federal Highway Administration Relief
Program Funds for 2020 flooding project
- 2) Resolution _____ - Request for
reimbursable work from the Port of Walla
Walla to grade parking lot and private road
at Railex Train Loop

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL AGENCY AGREEMENT FOR
FEDERAL HIGHWAY
ADMINISTRATION EMERGENCY
RELIEF PROGRAM FUNDS FOR 2020
FLOOD PROJECT



RESOLUTION NO. **20**

WHEREAS, Federal Highway Administration (FHWA) Emergency Relief Programs Funds for 2020 are available; and

WHEREAS, Old Highway 12 has qualified to receive FHWA Emergency Relief Funding; and

WHEREAS, a Local Agency Agreement have been prepared as part of an application for said funds to improve Old Highway 12; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Local Agency Agreement as a condition of payment of federal funds obligated; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that they do hereby enter into said Local Agency Agreement and the Chair of the board shall sign same in the name of the Board.

Passed this 22nd day of June, 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 A REQUEST
FOR REIMBURSABLE WORK
FROM THE PORT OF WALLA
WALLA TO GRADE PARKING
LOT AND PRIVATE ROAD AT
RAILEX TRIAN LOOP



RESOLUTION NO. 20

WHEREAS, the Port of Walla Walla has submitted a Request for Reimbursable Work to grade parking lot and private road at Railex Train Loop; now therefore,

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that said Request for Reimbursable Work for the Port of Walla Walla be signed authorizing the County Road Department to perform the following work:

Grade parking lot and private road at Railex Train Loop

Passed this 22nd day of June, 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, P.E. Public Works Director

Date: 18 June 2020

Re: Director's Report for the Week of 15 June 2020

Board Action: 22 June 2020

Resolutions:

In the Matter of Signing a Local Agency Agreement for an Application for FHWA Emergency Relief Program Funds for 2020 Flooding Project – Old Highway 12

In the Matter of a Request for Reimbursable Work from the Port of Walla Walla to Grade Parking Lot and Private Road at Railex Train Loop

ENGINEERING:

- Flood Damage Repair:
 - Inputting information into FEMA Grants Portal as part of the reimbursement process. We held the exploratory meeting (web-based) with Washington Emergency Management and FEMA last week.
- Mill Creek Road MP 1.1 to MP 3.96 (Five Mile to Seven Mile): Consultant is preparing offers for property acquisition.
- Middle Waitsburg Road: Consultant is working on right of way acquisition documents.
- Mud Creek: We have successfully passed FEMA review and are able to proceed. Working to finalize right of way.
- Peppers Bridge Road: Working on engineering design.
- Miscellaneous: We are working on PE (engineering design) funding obligation for three (3) bridge projects and one (1) safety project. As a response to COVID, WSDOT is using Toll Credits to provide 100% funding (no match required) to new project phase authorizations during this time on certain funding sources.

MAINTENANCE/FLEET MANAGEMENT:

- **2020 Chip Seal:**
 - Chip seal in full force.
 - Have included notices in the newspaper and added additional information on our website (road by road breakdown) notifying residents of our chip seal plan for this year.
- Vegetation crews spraying as weather allows.
- Garage crews working on routine vehicle maintenance.

ADMINISTRATION:

- Conducted monthly Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) meeting (web-based)
- Met with the Corps of Engineers to discuss our upcoming Public Law (PL) 84-99 rehab project of the Mill Creek Levees to pre-flood conditions.
- Met with the Washington State Emergency Management and the Federal Emergency Management Agency (FEMA) to go over the next steps of the reimbursement process of our flood recovery costs.
- We continue to follow our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Revised job description approval form – Temporary Janitorial Help for the Facilities Maintenance Department
- d) 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))

11:45

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))

12:00

COUNTY COMMISSIONERS

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

Written Department updates only provided by:

**FACILITIES MAINTENANCE
TECHNOLOGY SERVICES
COUNTY CORRECTIONS
JOINT FINANCIAL UPDATE**

**Robert Henry
Chad Goodhue
Norrie Gregoire
Gordon Heimbigner
Karen Martin**

Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update June 22nd

Maintenance:

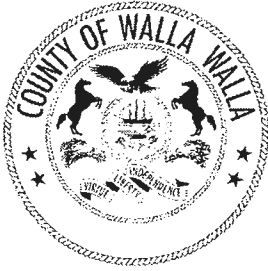
- Broken window in courthouse was repaired.
- Continued work to adjust offices and workspaces to provide protection from virus transmission in both operating offices and in preparation for additional services to open in future phases, including: Plexiglass shields for public facing spaces, space reorganization for social distancing and creating barriers between workspaces.
- The Jail Elevator replacement project has started. The new HVAC Equipment has been put in place and preliminary electrical work will begin at the start of this week.
- The Elections office in the Courthouse building is nearing completion and we are in the final stages of its preparation for the staff and volunteers to occupy the space.

Custodial

- Custodial has continued cleaning with an emphasis on disinfecting public spaces and commonly touched surfaces.
- Facilities has begun planning for the opening of additional public services and getting the resources to adequately clean and disinfect these areas.

Grounds

- While keeping the grass and bushes around the county buildings trimmed our team has also been working on trimming back trees from buildings, and maintaining the irrigation system.



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

June 22nd, 2020

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

Re: Technology Services Update

Issues/Information for the Board.

- Tech Services are working on deploying new equipment for Elections with the goal of being fully moved into their new workspace by July 2nd.
- Tech Services are programming the new phones for deployment throughout County Offices
- Tech Services have received all of the scopes of work to move forward with District Court moving to On Base from Liberty. I am working with our vendor to get a new contract per Jesse's direction
- We are continuing to roll out the new Meraki switches and we have replaced our core switches with new Meraki gear.
- Tech Services is continuing to see a large spike in work orders
- Tech Services is continuing to work with WWE to virtualize our physical security county wide and to provide additional network drops for the new Election Office for physical security.

Components (Main infrastructure)

Hardware

- Switching
 - New Switches are being configured and deployed

Other Projects

- **OnBase**
 - TS has received a preliminary SOW (Scope of Work) and a cost estimate based on the number of records district court has.
- **Budget & Inventory**
 - Tech Services is working through departmental inventories to determine which work stations need to be replaced as part of the CARES funding
 - Tech Services has been doing walk throughs of meeting spaces to determine the type of Cisco Roomkit that will be necessary for the size and anticipated people per meeting.
- **Contracts**

- **Inventory**
 - TS is starting on the new asset dispositions for 2020
- **Public Record Requests Last 2 Weeks**
 - 5 = Requests received
 - 1 = Forwarded to departments
 - 15 = Completed
 - 0 = Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 15 = Open
 - YTD = 50

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
 - 101 = Requests received
 - 53 = Open
 - 115 = 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.



Norrie Gregoire, Director
Matt Stroe, Jail Commander

**DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY**

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
Becky Renwick, Detention Manager

Corrections/Court Services Update: [June 22, 2020]

Service Providers & Programming

- **Corrections**
 - RFP to provision Medical and Behavioral Health Services closes today at 4pm; will begin review process this week.
- **Court Services**
 - Child Advocate (formerly CASA) Volunteers back onsite at JJC training and receiving staff supervision; comprehensive COVID prevention guidelines in place.

Personnel

- **Corrections**
 - A Corrections Officer resigned effective June 9th; Yakima has reportedly laid off 30 officers, and we're hopeful some qualified lateral CO's may apply;
 - One sergeant still out on active duty military leave;
 - Next Corrections Officer Academy will begin and end onsite in Burien; 75% of the instruction held remotely; probably a higher quality training experience but requires two trips to the Criminal Justice Training Center.

Equipment/Technology/Facilities

- Wall mount temperature reading devices that require no physical contact now operational at Jail and JJC; these helpful devices instantly read temps of all staff and community members before passing from lobbies into secure and office areas;
- Robert Henry provided Jail Elevator replacement update on 6.18; downtime will be less than originally anticipated which is great news for jail workflow;
- At this writing, Jail Bullpen has been mostly installed after Acufab received permits and approved plans; Corrections will add a camera to achieve necessary surveillance coverage to be paid out of current budget;
- Met with Chad to discuss location of three Cisco Room Kits at Court Services; one also in the pipeline for Corrections; Zoom will be kept in place for now for video court, but I've encouraged both judges to consider requesting Cisco Room Kits.

- 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.