

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MARCH 23, 2020**

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**Due to the COVID-19 Pandemic the Board of County Commissioners are practicing social distancing during public meetings. The agenda will include action items only, updates will be provided in writing.**

**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) Bid Opening:**

- 1) County legal newspaper

**g) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for March 23 and 24, 2020
- 2) Resolution \_\_\_\_\_ - Formalizing an appointment to the Walla Walla County Rural Library District Board of Trustees (Duncan)
- 3) Resolution \_\_\_\_\_ - Formalizing an appointment to the County Civil Service Commission for the Sheriff's Office (Romine)
- 4) Payroll action and other forms requiring Board approval

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

IN THE MATTER OF APPROVING  
THE MINUTES OF THE WALLA  
WALLA COUNTY COMMISSIONERS'  
PROCEEDINGS FOR MARCH 16  
AND 17, 2020 }

**RESOLUTION NO. 20 070**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the minutes of the Walla Walla County Commissioners' proceedings of March 16 and 17, 2020 shall be approved.

*Passed this 23<sup>rd</sup> day of March, 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 FORMALIZING  
AN APPOINTMENT TO THE WALLA  
WALLA COUNTY RURAL LIBRARY  
DISTRICT BOARD OF TRUSTEES  
(DUNCAN)

**RESOLUTION NO. 20**

**WHEREAS**, pursuant to Walla Walla County Resolution 19 103, Marilyn Hawkins was appointed to a first term on the Walla Walla County Rural Library District Board of Trustees, said term to expire January 1, 2023; and

**WHEREAS**, on December 10, 2019, Ms. Hawkins submitted a letter of resignation from said Board; and

**WHEREAS**, the vacancy was publicly advertised and the Walla Walla County Rural Library District Board of Trustees reviewed the applications received; and

**WHEREAS**, the Board of County Commissioners of Walla Walla County, as the appointing authority pursuant to RCW 27.12, interviewed the applicants on March 17, 2020 during open, public sessions of the Board, and subsequently a motion was approved to appoint M. Esther Duncan to fill the vacant position on said Board of Trustees; and

**WHEREAS**, pursuant to said statute, terms of appointment are for five years, with vacancies in unexpired terms to be filled in the manner in which members of the board are regularly chosen; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby formally appoint M. Esther Duncan to fill Ms. Hawkins unexpired term on the Walla Walla County Library Board of Trustees, said appointment to be effective immediately and expire on January 1, 2023.

**BE IT FURTHER RESOLVED** that, pursuant to an Attorney General Opinion, AGO 59-60 No. 66, Ms. Duncan is eligible for appointment to serve for two full consecutive five year terms, which would be in addition to the months served as the appointee to the unexpired term, provided all parties concur.

*Passed this 9<sup>th</sup> day of March, 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 FORMALIZING  
AN APPOINTMENT TO THE  
COUNTY CIVIL SERVICE  
COMMISSION FOR THE SHERIFF'S  
OFFICE (ROMINE)

**RESOLUTION NO. 20**

**WHEREAS**, pursuant to Walla Walla County Resolution 19 294 James Baker was appointed to another term on the Walla Walla County Civil Service Commission for the Sheriff's Office, said term to expire December 31, 2025; and

**WHEREAS**, on January 9, 2020, Mr. Baker submitted a letter of resignation from said Board; and

**WHEREAS**, the vacancy was publicly advertised and the Walla Walla County Civil Service Commission reviewed the applications received; and

**WHEREAS**, the Board of County Commissioners of Walla Walla County, as the appointing authority pursuant to RCW 41.14, interviewed applicants on March 17, 2020 during the open public session of the Board, and subsequently a motion was approved to appoint Jim Romine to fill the vacant position on said Civil Service Commission; and

**WHEREAS**, pursuant to said statute, terms of appointment are for six years, with vacancies in unexpired terms to be filled in the manner in which members of the board are regularly chosen, now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby formally appoint Jim Romine to fill Mr. Baker's unexpired term of the Walla Walla County Civil Service Commission, said appointment to be effective immediately and expire on December 31, 2025.

*Passed this 23<sup>rd</sup> day of March, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

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

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

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

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

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

## COUNTY COMMISSIONERS (continued)

### **g) Action Agenda Items:**

- 1) County vouchers/warrants/electronic payments as follows: 4217991 through 4218221 totaling \$850,434.17, and 4218249 through 4218260 totaling \$2,640.41, and 4218222 in the amount of \$24,302.23 (special run)
- 2) Proposal 2020 03-23 Econ Dev - Port Approval of Port of Walla Walla expending funds for City of College Place - Southwest Wastewater Sewer Trunk Line Project
- 3) Review and ratify County Department changes to public access

**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



# MEMO

**Date:** 3/23/20

**Proposal ID.** 2020 03-23 Econ Dev - Port

**To:** BOCC

**From:** Diane Harris, Administrative Assistant

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

**Topic** – Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds for City of College Place for the Southwest Wastewater Sewer Trunk Line Project.

## **Summary**

The Port of Walla Walla during their regularly scheduled meeting on March 12, 2020 approved the City of College Place's grant application for the Southwest Wastewater Sewer Trunk Line Project. This request is for \$200,000 from the Port of Walla Walla's portion of the Economic Development Sales Tax Fund.

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

Port of Walla Walla – 9/10ths funds - \$200,000

## **Cost**

\$200,000

## **Funding**

9/10ths Funds – Port of Walla Walla

## **Alternatives Considered**

N/A

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

## **Risk**

## **Benefits**

**Conclusion/Recommendation**

Approval of the Port of Walla Walla expending \$200,000 out of their portion of the 9/10<sup>th</sup>s Economic Development Funds.

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Submitted By

Disposition

Diane Harris, Commissioners 3/23/20

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☐ Approved

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

Signature

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☐ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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**SENT VIA EMAIL ON 03-13-2020**

March 13, 2020

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

**RE: Economic Development Sales Tax Fund Grant – City of College Place - Southwest Wastewater Sewer Trunk Line Project**

Dear Commissioners:

On March 12, 2020, the Port of Walla Walla Commissioners approved a \$200,000 Economic Development Sales Tax Fund (EDSTF) grant to the City of College Place for the Southwest Wastewater Sewer Trunk Line Project. Attached is the staff report and EDSTF application for your review.

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

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

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

Sincerely,

Patrick H. Reay  
Executive Director

Enc. City of College Place - Southwest Wastewater Sewer Trunk Line Project

cc: Port Commissioners

## **Port of Walla Walla** **Staff Report**

**TO:** Port of Walla Walla Commission

**FROM:** Patrick H. Reay, Executive Director  
Paul Gerola, Economic Development Director

**SUBJECT:** Economic Development Sales Tax Fund (EDSTF) Grant Application  
City of College Place- Southwest Wastewater Sewer Trunk Line Project

**DATE:** March 12, 2020

**PROJECT LOCATION:** City of College Place - Southwest Wastewater Sewer Trunk Line Project

**JURISDICTION:** Port of Walla Walla

**PURPOSE:** Action Item

### **STAFF RECOMMENDED ACTION**

Port staff recommends approval of an Economic Development Sales Tax Fund (EDSTF) grant for \$200,000 to the City of College Place for the Southwest Wastewater Sewer Trunk Line Project with the following condition:

1. Other public project funds estimated at \$4,500,000 is secured and expended in order to request disbursement of this Economic Development Sales Tax Fund grant from the Port.

### **PROPOSED MOTION**

I move that we approve an Economic Development Sales Tax Fund grant for \$200,000 (or amount to be determined by Port Commission) to the City of College Place for the Southwest Wastewater Sewer Trunk Line Project with the funding condition identified in the Staff Recommended Action of this staff report and to authorize the Executive Director to submit said application to the Walla Walla County Commissioners for their concurrence.

### **BACKGROUND**

Port of Walla Walla in partnership with the Walla Walla County Board of Commissioners manages the Economic Development Sales Tax Fund for Walla Walla County. The Port and County have two (2) separate fund accounts which each jurisdiction manages separately. Currently, the account fund balance of the Port's managed fund is approximately \$1.7 million. Enclosed as Attachment A-1 is the EDSTF Report with a summary of current projects and remaining fund balance. The Port Commission has the ability to award and distribute funds for projects that are listed in the approved Port of Walla Walla Economic Development Plan or projects listed within the Walla Walla County Comprehensive Plan in Appendix G. The City of College Place's Southwest Wastewater Sewer Trunk Line Project is listed in both the Port's 2020 Economic Development Plan and Walla Walla County Comprehensive Plan in Appendix G.

## **DISCUSSION/ANALYSIS**

The City of College Place is requesting grant funds to replace an antiquated at-capacity wastewater lift station with a new regional one. Additionally, 7,627 feet of 10 to 18-inch diameter wastewater line will be placed to convey wastewater from all of the southern section of the City to the wastewater treatment plant. The trunk line will also allow service to the 260-acre McKiernan/Christianson (Stone Creek Development) that was brought into the City of College Place in 2017.

The proposed project creates and retains family-wage jobs as it provides sufficient capacity in the City's wastewater system to permit future commercial development along the State Route 125 corridor as well as the future Stone Creek development (McKiernan/Christianson property located southwest of the intersection of Mojonnier Rd/College Avenue). Without this Southwest Wastewater Trunk Line Project, which includes replacing at capacity Lift Station #6, future development would be significantly limited in southern College Place which is where most of the City's commercially zoned lands are located. The employment opportunities created have been identified as providing 220 FTE jobs with a projected annual payroll in excess of \$9 million at full build-out.

Enclosed as Attachment A-2 is the City of College Place's EDSTF application.

The project would be funded utilizing the economic criteria of the Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF), Section 7. Enclosed as Attachment A-3 is the Principle Guidelines for EDSTF.

### Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF), Section 7.

Public infrastructure projects that can substantiate the creation of new direct family-wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes will have the best chance of securing an EDSTF grant and/or loan.

## **LEGAL REVIEW**

No legal review of the grant application.

## **FISCAL IMPACT**

If the grant requested is approved, then the funds available from the Port's Economic Development Sales Tax Funds will be expended by \$200,000. Enclosed as Attachment A-1 is the EDSTF Report with a summary of current projects and remaining fund balance.

## **ALTERNATIVE(S)**

1. Do not fund the City of College Place's Southwest Wastewater Sewer Trunk Line Project with an Economic Development Sales Tax Fund grant request.
2. Fund the City of College Place's Southwest Wastewater Sewer Trunk Line Project with an Economic Development Sales Tax Fund loan, rather than the requested grant.
3. Fund the request at a different funding level and combination of grants/loans.

## **ATTACHMENTS**

Attachment A-1	EDSTF Report
Attachment A-2	City of College Place's EDSTF application
Attachment A-3	Principle Guidelines for EDSTF

# Walla Walla County - .09 Economic Development Sales Tax Fund - 2020

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2017 Revenues	\$ 44,768	\$ 57,367	\$ 40,679	\$ 41,022	\$ 51,111	\$ 47,731	\$ 57,354	\$ 59,908	\$ 50,145	\$ 58,675	\$ 57,655	\$ 53,520	\$ 619,934
2018 Revenues	\$ 54,150	\$ 61,097	\$ 47,021	\$ 44,898	\$ 69,109	\$ 47,960	\$ 62,399	\$ 64,824	\$ 58,945	\$ 60,632	\$ 65,032	\$ 59,545	\$ 695,611
2019 Revenues	\$ 41,628	\$ 68,857	\$ 48,202	\$ 50,065	\$ 58,212	\$ 57,876	\$ 63,667	\$ 69,774	\$ 64,161	\$ 65,422	\$ 65,831	\$ 64,544	\$ 718,239
2020 Revenues	\$ 60,443	\$ 68,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,447

<b>Fund Balance on 12/31/19</b>	\$ 1,806,776	
<b>2020 Sales Tax Received</b>	\$ 128,447	
<b>2020 Sales Tax Loan Repayment</b>	\$ 42,400	Project #27
<b>2020 YTD Balance</b>	\$ 1,977,623	
<b>2020 Fund Disbursement YTD</b>	\$ -	
<b>Present Fund Balance</b>	\$ 1,977,623	
<b>Less Future Project Commitments</b>	\$ 250,000	Project #31
<b>Available Fund Balance</b>	\$ 1,727,623	Updated: 03/06/20

#	Project Fund Allocations	Amount	Type	Disbursed	Year
1	October 2001 - Walla Walla Community College - Enology & Viticulture Building	\$ 250,000	Grant	Yes	2002
2	January 2002 - Walla Walla County - Fairground Exhibition Center Rehabilitation	\$ 200,000	Grant	Yes	2002
3	May 2002 - Port of Walla Walla - Cliffstar Project	\$ 200,000	Grant	Yes	2002
4	May 2002 - Port of Walla Walla - Cliffstar Project	\$ 200,000	Grant	Yes	2002
5	March 2003 - City of Walla Walla - Downtown Walla Walla Improvements	\$ 200,000	Grant	Yes	2003
6	March 2003 - Walla Walla Community College - Culinary Project	\$ 200,000	Grant	Yes	2003
7	October 2003 - City of Prescott - Fire Station Improvements	\$ 20,000	Grant	Yes	2004
8	March 2004 - City of College Place - Whitman Road Extension Project	\$ 200,000	Grant	Yes	2007
9	March 2004 - City of Waitsburg - Main Street Enhancement Project	\$ 100,000	Grant	Yes	2008
10	July 2005 - Port of Walla Walla - Key Technology Avery Expansion	\$ 200,000	Grant	Yes	2005
11	July 2005 - Port of Walla Walla - Key Technology Avery Expansion (Loan Paid Off)	\$ 200,000	Loan	Yes	2005
12	January 2006 - Port of Walla Walla - Railex Project	\$ 400,000	Grant	Yes	2006
13	February 2006 - Walla Walla Community College - Allied Health Building	\$ 100,000	Grant	Yes	2007
14	August 2006 - City of Walla Walla - Isaacs Avenue Improvements	\$ 200,000	Grant	Yes	2007
15	October 2007 - Walla Walla Community College - Water Resource Building - Phase 1	\$ 50,000	Grant	Yes	2007
16	November 2008 - Walla Walla Community College - Water Resource Building - Phase 2	\$ 200,000	Grant	Yes	2010
17	August 2009 - Walla Walla Watershed Management Partnership	\$ 12,500	Grant	Yes	2009
18	August 2010 - City of Walla Walla - Dell Avenue Industrial Area - Water Line Upgrade	\$ 97,507	Grant	Yes	2010
19	April 2012 - Port of Walla Walla - Dodd Road Industrial Park Waterline - Project Pet	\$ 100,000	Grant	Yes	2012
20	August 2012 - City of College Place - College Avenue/Rose Street Reconstruction Project	\$ 200,000	Grant	Yes	2013
21	September 2012 - City of Walla Walla - Alder Street Improvements	\$ 200,000	Grant	Yes	2015
22	October 2012 - Port of Walla Walla - Railex Phase 2 & 3 - Road Extension - Railex Road to Raindance	\$ 200,000	Grant	Yes	2013
23	October 2012 - Port of Walla Walla - Railex Phase 2 & 3 - Dodd Road/WGBP Water System Infrastructure	\$ 200,000	Grant	Yes	2014
24	March 2014 - Walla Walla County - Human Service Building- (Loan Paid in full in 2017)	\$ 200,000	Loan	Yes	2014
25	February 2015 - City of Prescott - Pedestrian Improvements & Other	\$ 199,028	Grant	Yes	2015
26	September 2015 - Port of Walla Walla - Alder Street Office - Ingeniux	\$ 200,000	Grant	Yes	2015
27	September 2015 - Port of Walla Walla - City of WW & City of CP Fiber Projects	\$ 400,000	Loan	Yes	2015
28	July 2016 - City of Walla Walla - Memorial Pool Reconstruction Project	\$ 200,000	Grant	Yes	2017
29	March & July 2017 - City of Waitsburg - Main Street Bridge Replacement Project	\$ 150,000	Grant	Yes	2017
30	October 2018 - Port of Walla Walla - Wallula Dodd Water System (WDWS) Improvement Project	\$ 3,000,000	Grant	Yes	2019
31	February 2019 - City of Walla Walla - Spokane Street Improvement Project	\$ 250,000	Grant	No	
32					
33					
34					
35					
<b>Total Fund Allocations to Date</b>		<b>\$ 8,529,035</b>			

The Port has established on its website information on the Economic Development Sales Tax Fund. Information includes the background on the EDSTF, Port and Walla Walla County Interlocal Agreement, Historical Use of Funds, EDSTF Application, EDSTF Guiding Principles, and Walla Walla County's Comprehensive Plan - Appendix G (Projects that are eligible to receive EDSTF). Here is the link to the Port's website for information. [www.portwallawalla.com/economic-development/economic-development-sales-tax-fund](http://www.portwallawalla.com/economic-development/economic-development-sales-tax-fund). Note: Eligible projects are those listed in Appendix G of the County of Walla Walla Comprehensive Plan and projects that can clearly demonstrate the tangible creation and/or retention of family wage jobs.

Prepared by: Port of Walla Walla (509) 525-3100

Updated: 03/06/2020 9:33 AM

# Walla Walla County

## Economic Development Sales Tax Fund

**SECTION I.****APPLICATION FOR FUNDING**

<b>Applicant:</b>	City of College Place, Washington		
<b>Project Title:</b>	Southwest Wastewater Sewer Trunk Line Project		
<b>Contact:</b>	Mr. Mike Rizzitiello		
<b>Title:</b>	City Administrator		
<b>Telephone:</b>	5093948506		
<b>Fax:</b>			
<b>E-Mail:</b>	mrizzitiello@cpwa.us		
<b>Mailing Address:</b>	625 S. College Avenue		
<b>City:</b>	College Place	<b>Zip Code:</b>	99324
<b>Total Project Financing</b>			
<b>Total Project Cost:</b>			\$ 6998907
<b>Amount secured to date:</b>			\$ 2742000
<b>The total amount requested from the Economic Development Sales Tax Fund: Loan &amp; Grant combined</b>			\$ 200,000
<b>Loan Information</b>			
<b>Amount of loan request:</b>			\$
<b>Loan term requested (Maximum term is 10 years):</b>		<b>YRS</b>	<b>Rate</b>
<i>A loan is a general obligation or revenue obligation of the jurisdiction receiving the loan. With the acceptance of a loan, the jurisdiction agrees to obligate its full faith, credit, and revenue to repay the loan, regardless of the project which prompted the application for funding. The maximum loan amount is \$200,000. Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4.</i>			
<b>Grant Information</b>			
<b>Amount of Grant request:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4)</i>			\$ 200000
<b>Amount of Local Public Match:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #5)</i>			\$ 742000

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

**Signature of Responsible Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print or Type Name and Title:** \_\_\_\_\_ Michael Rizzitiello - City Administrator

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

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

The Southwest Sewer Trunk Line project entails construction of 7,627 feet of wastewater trunk line ranging from 10 to 18 inches in diameter. Additionally, this will entail abandoning Lift Station #6 which was supposed to be temporary and is at capacity (se corner of Lamperti/College) with a new regional lift station (SW Teal Rd) which sufficient capacity for the next twenty years. This line will convey wastewater from all of the City that is south of the 12th Street hill to the Wastewater Treatment Plant on Owens Rd. This trunk line will serve the Commercial Drive and Meadowbrook Blvd Commercial Areas. Additionally, it will serve the Commercially zoned property on the west side of College Avenue from Mojonnier Rd to State Route 125. This trunk line also has the ability to convey sewage from other sections of the State Route 125 corridor as it develops.

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

- Project included in Six Year Capital Facility Plans: December 2017, 2018, 2019
- Memorandum of Understanding signed with McKiernan/Christian regarding free right-of-way for trunk line: February 2019
- General Sewer Plan completed for Southwest Sewer Collection System: October 2019
- SEPA filed for project: October 2019
- Land secured for Wastewater Lift Station: October 2019
- 60% Final Design Complete: February 2020
- 100% Final Design Complete: May 2020

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

This project creates and retains family wage jobs as it provides sufficient capacity in the city's wastewater system to permit future commercial development along the State Route 125 corridor as well as the future Stone Creek development (McKiernan/Christianson property located southwest of the intersection of Mojonnier Rd/College Avenue). Without this Southwest Wastewater Trunk Line project which includes replacing at capacity Lift Station #6 future development would be significantly stymied in southern College Place which is where most of the city's commercially zoned lands are at.

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

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
Retail Salespersons	140		\$ 16.95
Sales Representatives, Wholesale, Technical Products	30		\$ 48.53
Hotel Clerks	10		\$ 13.74
Cooks, Restaurant	10		\$ 15.97
Waiters, Waitresses	20		\$ 17.32
First Line Supervisors - Retail	10		\$ 25.49

Projected annual gross payroll for all job classifications? \$9,076,416

How many of these positions are part-time or seasonal work? 30

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

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

Yes, the City has a business owner led Economic Development, Tourism, and Events Commission (EDTEC). Additionally, the City participates in the ICSC Recon convention to lure retail interests to the valley. The City is an Opportunity Zone. The City has limited economic development incentives including participation in the creation of public infrastructure and the Downtown Catalyst Program.

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

This project will entail replacing an antiquated at-capacity wastewater lift station with a new regional one. Additionally, 7,627 feet of 10 to 18 inch diameter wastewater line will be placed to convey wastewater from all of the southern section of the City to the wastewater treatment plant. The trunk line will also allow service to the 260 acre McKiernan/Christianson (Stone Creek Development) that was brought into the City in 2017.

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

Funding Source	Status	Amount
City Wastewater Utility		\$ 2231907
State Department of Ecology Grant		\$ 242000
State CERB Development Grant/Loan		\$ 2000000
City Wastewater Utility - Revenue Bond		\$ 2500000
Port .09 Grant		\$ 200000
		\$
		\$
Total Project Cost		\$ 7,173,907

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

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	03/2020
All Required Permits Obtained	07/2020
Design Engineering	07/2020
Land/Right-of-Way Acquisition	02/2019
Final Bid Documents	07/2020
Award Construction Contract	08/2020
Begin Construction	08/2020
Complete Construction	08/2021
Construction Project Operational	09/2021

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

Private sector capital investment \$ 5000000

Increase in local property tax revenue: \$ 1,182,661.01

Increase in local sales tax revenue: \$ 484,000

**Other:**

Property tax revenue takes into account full buildout. Full buildout of McKiernan/Christianson site will take ten years. The first year of full buildout will yield that much. It will gradually get to that point as more and more phases of Stone Creek Development are built out.

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

The Southwest Sewer Wastewater Trunk Line and Lift Station will be owned by the City of College Place. Operation and maintenance of our collection system, lift stations, and wastewater treatment plant is contracted out to Jacobs Group. The estimated operating cost is around \$10,000 a year. That will be borne by the city's wastewater utility customers.

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

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

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

1. Public infrastructure projects must be listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element – Appendix G). Public infrastructure project listed in the approved County Comprehensive Plan does not guarantee the public infrastructure project will receive funding.
2. At the beginning of each fiscal year, the Port will notify the jurisdictions of the available funding in the EDSTF and will transmit the application form and these principle guidelines.
3. The Port Commission will maintain discipline in using the EDSTF for strategic economic development opportunities. Public infrastructure projects that create, retain and/or expand family wage jobs (defined as \$25,000 per year plus a benefits package), encourage private sector capital investment, and new taxes are the primary goal of the EDSTF.
4. Cap any one jurisdiction from receiving more than a \$200,000 grant and a \$200,000 loan in any one fiscal year. Exceptions will be made for extraordinary job creating opportunities, private sector capital investments, and new taxes. Exceptions will also be made if a jurisdiction has projects that would allow the funding to be distributed countywide. For example, a jurisdiction may have a qualifying project in Burbank and during that same fiscal year, they may have a qualifying project in Waitsburg. In order to help disburse the EDSTF countywide, both qualifying applications would be considered.
5. Applications require a 50% local public match to the amount of the EDSTF request. 10% local public match will be required for the City of Prescott and City of Waitsburg due to their size and access to local public matching dollars. Local public match is defined as publicly-appropriated local funds. Funds appropriated from the state, federal, other funding sources, and in-kind match do not qualify as a local public match. Private sector funds directly allocated to the public infrastructure project will be considered as a local public match.  
  
Example: If the EDSTF request is \$200,000, the applicant is required to secure \$100,000 in the local public match. In the case for the City of Prescott and City of Waitsburg, if the EDSTF request is \$200,000, the applicant is required to secure \$20,000 in the local public match.
6. Each public infrastructure project approved for EDSTF will need to enter into a performance contract and/or inter-local agreement guaranteeing performance.
7. Public infrastructure projects that can substantiate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes will have the best chance in securing an EDSTF grant and/or loan.

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

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

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

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Setting weight limits on Walla Walla County bridges
- 2) Approve and execute County Road Administration Board Reports for Fish Passage Barrier Removal Certification 2019 and Annual Certification 2019

**b) 2019 Bridge Report**

**c) Department update and miscellaneous**

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

**IN THE MATTER OF SETTING  
WEIGHT LIMITS ON WALLA  
WALLA COUNTY BRIDGES**

**RESOLUTION NO.**

**WHEREAS**, the National Bridge Inspection Standards require that the load carrying capacity of each bridge be determined and if deficiencies are found to post weight limits for the bridge according to American Association of State Highway and Transportation Officials (AASHTO) standards; and

**WHEREAS**, the Federal Highway Administration issued a memorandum that requires bridges to be load rated for Specialized Hauling Vehicles (SHVS); and

**WHEREAS**, the Specialized Hauling Vehicles (SHVS) ratings may add four more vehicles to the posting sign; and

**WHEREAS**, the Federal Highway Administration memorandum requires certain bridges, based on specific criteria, to be load rated by December 31, 2017 and other bridges that do not meet the specified criteria to be load rated by December 31, 2022; and

**WHEREAS**, additional weight limit changes and postings are anticipated in the future based on the Federal Highway Administration memorandum; and

**WHEREAS**, RCW 36.75.270 states that the Board of County Commissioners of each County may by resolution limit or prohibit classes or types of vehicles on any County road or bridge and may limit by weight the vehicles which may travel thereon; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the bridges listed on Attachment A be limited to the maximum weight per vehicle classification of gross weight indicated until repaired or replaced.

**BE IT FURTHER RESOLVED** that the County Engineer be directed to post road signs informing the public of said restrictions and advertise this resolution in accordance with RCW 36.75.270.

*Passed this 23<sup>rd</sup> day of March, 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*

## Attachment A

BRIDGE NAME	"TYPE 3 25-TON"	"TYPE 3S2 36-TON"	"TYPE 3-3 40 TON"	"SU4 27- TON"	"SU5 31- TON"	"SU6 34.75- TON"	"SU7 38.75- TON"
ARCH	6	8	9	6	7	8	9
BUSSELL						32	32
COLLINS							37
DE RUWE				25	26	25	25
DRUMHELLER	19	32		18	21	23	26
DRY CREEK #1	23	35		19	19	19	21
DRY CREEK #2	23	35		19	19	18	20
DRY CREEK #3	23	35		19	19	18	20
FROG HOLLOW							37
HADLEY STATION							33
HARVEY					29	30	33
HELLBERG						33	30
LAST CHANCE		31	36	24	24	22	21
LOCHER							37
PLUCKER							37
SAXTON					29	30	33
SEVEN MILE						31	32
WHETSTONE						30	30

# Bridge Report



## Walla Walla County

### PUBLIC WORKS

### 2019

#### Commissioners

District 1

**James K. Johnson**

District 2

**Todd L. Kimball**

District 3

**Greg A. Tompkins**



# Walla Walla County

## Bridge Report

### Summary of Bridges by Type

	Concrete	Steel	Timber	Total
Total	141	22	15	178
Structurally Deficient:	12	0	0	12
Functionally Obsolete:	2	0	0	2

NUMBER OF BRIDGES REPLACED WITH CORRUGATED METAL PIPE	0
NUMBER OF BRIDGES REPLACED WITH FEDERAL FUNDS	2
NUMBER OF BRIDGES REPLACED WITH STATE FUNDS	0
NUMBER OF BRIDGES REPLACED WITH LOCAL FUNDS	0
NUMBER OF BRIDGES SELECTED FOR FEDERAL / STATE FUNDING	4
NUMBER OF BRIDGES SELECTED FOR LOCAL FUNDING	3

# Walla Walla County

## Bridge Report

### Summary of Bridges by Type and Length

	Bridge Length (Ft)						Sub-Total	Grand
	0 - 20	21 - 50	51-100	101 - 150	151 - 200	201-250	> 20 Ft	Total
<b>Concrete</b>	50	36	21	20	13	1	91	141
<b>Steel</b>	12	9	1	0	0	0	10	22
<b>Timber</b>	10	5	0	0	0	0	5	15
<b>Total</b>	72	50	22	20	13	1	106	178

# Walla Walla County

## Bridge Report

LIST OF STRUCTURALLY DEFICIENT (SD) OR FUNCTIONALLY OBSOLETE (FO) BRIDGES GREATER THAN 20 FT.

BRIDGES FUNDED

Bridge Name	Road Name	Feature Crossing	Built	Length	Width	Type	Sufficiency
							Rating
SUB STATION	LOWER HOGEYE RD	WHISKEY CREEK	1916	40	22	Concrete	30.04 SD
GANGUET	SOUTH FORK COPPEI	SOUTH FORK COPPEI CF	1920	21	22	Concrete	33.30 SD
ARCH	LAMAR RD	WINNETT CANYON	1935	40	22	Concrete	33.71 SD
OVER PASS	BYRNES RD	UP RR	1920	24	27	Concrete	34.46 SD
RUSSELL CREEK	PLAZA WAY	RUSSELL CREEK	1920	29	33	Concrete	34.86 SD
DELL SHARPE	PETTYJOHN RD	TOUCHET RIVER	1914	115	22	Concrete	34.95 SD
REESE STATION	BYRNES RD	NINE MILE CANYON	1916	45	22	Concrete	43.29 SD
DE RUWE	LYONS FERRY RD	FIELDS GULCH	1973	40	33	Concrete	52.40 SD
SEVEN MILE	SEVEN MILE RD	MILL CREEK	1930	116	17	Concrete	58.23 SD
DRUMHELLER	SUDBURY RD	DRY CREEK	1973	140	33	Concrete	58.96 SD
PLEASANT	PLEASANT ST	YELLOWHAWK CREEK	1923	33	21	Concrete	59.27 FO
PLUCKER	TOUCHET NORTH RD	TOUCHET RIVER	1983	196	35	Concrete	60.23 SD
LAST CHANCE	LAST CHANCE RD	MILL CREEK	1977	80	30	Concrete	61.26 SD

# Walla Walla County

## Bridge Report

Sufficiency Ratings of NBIS Bridges (Greater than 20')

BRIDGES FUNDED

Bridge Name	Road Name	Feature Crossing	Built	Length	Width	Type	Sufficiency Rating
SUB STATION	LOWER HOGEYE RD	WHISKEY CREEK	1916	40	22	Concrete	30.04 SD
GANGUET	SOUTH FORK COPPEI	SOUTH FORK COPPEI CR	1920	21	22	Concrete	33.30 SD
ARCH	LAMAR RD	WINNETT CANYON	1935	40	22	Concrete	33.71 SD
OVER PASS	BYRNES RD	UP RR	1920	24	27	Concrete	34.46 SD
RUSSELL CREEK	PLAZA WAY	RUSSELL CREEK	1920	29	33	Concrete	34.86 SD
DELL SHARPE	PETTYJOHN RD	TOUCHET RIVER	1914	115	22	Concrete	34.95 SD
REESE STATION	BYRNES RD	NINE MILE CANYON	1916	45	22	Concrete	43.29 SD
DE RUWE	LYONS FERRY RD	FIELDS GULCH	1973	40	33	Concrete	52.40 SD
WALLULA	WALLULA RD	MILL CREEK	1947	80	29	Concrete	54.44
SEVEN MILE	SEVEN MILE RD	MILL CREEK	1930	116	17	Concrete	58.23 SD
DRY CREEK #2	BISCUIT RIDGE RD	DRY CREEK	1977	26	29	Concrete	58.69
DRUMHELLER	SUDBURY RD	DRY CREEK	1973	140	33	Concrete	58.96 SD
PLEASANT	PLEASANT ST	YELLOWHAWK CREEK	1923	33	21	Concrete	59.27 FQ
DRY CREEK #1	BISCUIT RIDGE RD	DRY CREEK	1977	26	29	Concrete	59.32
PLUCKER	TOUCHET NORTH RD	TOUCHET RIVER	1983	196	35	Concrete	60.23 SD
LAST CHANCE	LAST CHANCE RD	MILL CREEK	1977	80	30	Concrete	61.26 SD
PINE CREEK #2	STATELINE RD (2)	PINE CREEK	1964	60	25	Steel	61.42
KEN NOBLE	SMITH SPRINGS RD	COLVILLE GULCH	1922	20	22	Concrete	64.25
FIVE MILE	FIVE MILE RD	MILL CREEK	1953	120	29	Concrete	64.58
BUSSELL	OLD MILTON HWY	WALLA WALLA RIVER	1975	140	37	Concrete	65.09
WINNETT CANYON	LYONS FERRY RD	WINNETT CANYON	1988	30	38	Concrete	68.14
DRY CREEK #3	BISCUIT RIDGE RD	DRY CREEK	1977	26	29	Concrete	69.23
COLLINS	LOWER WAITSBURG RD	DRY CREEK	1980	85	31	Concrete	70.49
CUNDIFF	SMITH SPRINGS RD	DRY HOLLOW	1932	20	27	Concrete	71.99
BUCKLEY	BUCKLEY RD	DRY CREEK	1992	119	29	Concrete	72.95
HUSSEY	HUSSEY ST	MILL CREEK	1976	65	27	Concrete	75.43
HANSON	OLD MILTON HWY	YELLOWHAWK CREEK	1990	80	39	Concrete	75.97
PAUL SCHOOL	HARVEY SHAW RD	DRY CREEK	1966	141	31	Concrete	77.51
MEINBURG	MEINBURG RD	COPPEI CREEK	1971	40	23	Steel	78.34
HAWLEY	CUMMINS RD	TOUCHET RIVER	1995	144	35	Concrete	80.42
HARVEY SHAW	HARVEY SHAW RD	TOUCHET RIVER	2005	150	44	Concrete	81.21
HELLBERG	RAINVILLE RD	BURLINGAME DITCH	2005	22	36	Steel	81.23
WHETSTONE	SMITH SPRINGS RD	WHETSTONE CREEK	1973	50	31	Concrete	82.73
DOWLING	PEPPERS BRIDGE RD	YELLOWHAWK CREEK	1989	82	36	Concrete	83.43
HADLEY STATION	SPRING VALLEY RD	DRY RUN	2008	26	38	Steel	84.03
FROG HOLLOW	FROG HOLLOW	BURLINGAME DITCH	2002	22	36	Steel	85.81
LOCHER	LOCHER	BURLINGAME DITCH	2002	21	0	Steel	86.40
YELLOWHAWK	OLD MILTON HWY	YELLOWHAWK CREEK	1920	44	34	Concrete	86.49
KLICKE MOUNTAIN	KLICKE MTN RD	BLUE CREEK	1978	80	20	Concrete	86.78
CUMMINS	BYERLEY RD	WALLA WALLA RIVER	1997	159	24	Concrete	87.10
HARVEY	SMITH SPRINGS RD	DRY HOLLOW	1926	26	27	Concrete	87.37
SAXTON	SMITH SPRINGS RD	DRY HOLLOW	1926	26	27	Concrete	87.45
HUGHES FARM	LOWER DRY CREEK RD	MUD CREEK	1991	26	37	Concrete	89.24
SAND PIT	SAND PIT RD	PINE CREEK	1992	75	34	Concrete	91.38
DUNDAS	SIMS RD	TOUCHET RIVER	1990	147	35	Concrete	91.91
HART	HART RD	TOUCHET RIVER	1965	152	31	Concrete	92.57
McFEELY	McFEELY RD	WINNETT CANYON	1951	24	26	Timber	93.98
GROVER	PICKARD RD	DRY HOLLOW	1964	25	28	Timber	94.10
ANKENY	GUY FINE RD	DRY CREEK	1992	156	35	Concrete	94.24

CORDINER	THIEL RD	WOODWARD CANYON	1953	24	24	Timber	94.78
NINTH ST	PLAZA WAY	COTTONWOOD CREEK	1982	78	37	Concrete	95.36
KOOSKOOSKIE	MILL CREEK RD	MILL CREEK	1981	154	36	Concrete	95.73
4TH N COPPEI	NORTH FORK COPPEI RD	NORTH FORK COPPEI CREEK	1997	25	24	Concrete	95.97
3RD N COPPEI	NORTH FORK COPPEI RD	NORTH FORK COPPEI CREEK	1997	27	24	Concrete	95.97
5TH N COPPEI	NORTH FORK COPPEI RD	NORTH FORK COPPEI CREEK	1997	27	24	Concrete	95.97
DRY HOLLOW	LYONS FERRY RD	DRY HOLLOW	1988	45	38	Concrete	96.14
SPRING VALLEY	LOWER WAITSBURG RD	SPRING VALLEY CREEK	1985	48	34	Concrete	96.35
BROWN	BROWN RD	TOUCHET RIVER	2000	191	35	Concrete	96.70
MCDONALD	MCDONALD RD	WALLA WALLA RIVER	1989	196	39	Concrete	96.72
MCKAY	MCKAY GRADE RD	SOUTH FORK RUSSELL CREEK	1996	28	28	Concrete	97.00
BAUMANS	WOODWARD CANYON RD	WOODWARD CANYON	1994	33	37	Concrete	97.48
CAMERON	POWERLINE RD	COTTONWOOD CREEK	1989	57	36	Concrete	97.61
RAINES	NELMS RD	WOODWARD CANYON	1994	33	37	Concrete	97.67
SMITH	GREENVILLE RD	WINNETT CANYON	1986	70	35	Concrete	97.95
KENNEDY MEMORIAL	MOJONNIER RD	WALLA WALLA RIVER	2001	200	34	Concrete	98.68
GOSE	GOSE ST	MILL CREEK	1969	117	52	Concrete	98.73
SCHOOL	SCHOOL AVENUE	RUSSELL CREEK	1995	26	36	Concrete	98.83
GARDENA	TOUCHET GARDENA RD	WALLA WALLA RIVER	2012	188	37	Concrete	98.88
BLUE CREEK	MILL CREEK RD	BLUE CREEK	2019	131	35	Concrete	98.97
COX YEEND	SPRING VALLEY RD	SPRING VALLEY	1995	54	35	Concrete	99.23
BLUE MOUNTAIN	LAST CHANCE RD	WALLA WALLA RIVER	1997	194	35	Concrete	99.37
HERRING	SMITH SPRINGS RD	COLVILLE GULCH	2004	28	34	Steel	99.47
MILL CREEK	MILL CREEK RD	MILL CREEK	2019	171	35	Concrete	99.48
WALTER	HART RD	SPRING VALLEY	2014	36	50	Timber	99.62
PEPPERS	PEPPERS BRIDGE RD	WALLA WALLA RIVER	1994	135	38	Concrete	99.65
McINROES	MIDDLE WAITSBURG	DRY CREEK	2002	84	35	Concrete	99.74
MAXSON	FOSTER RD	RUSSELL CREEK	1998	31	34	Concrete	99.76
JOHNSON	TOUCHET NORTH RD	TOUCHET RIVER	2007	142	34	Concrete	99.76
HASSLER	MCDONALD RD	BURLINGAME DITCH	2009	25	42	Steel	99.77
TUTTLE	KENDALL RD	RUSSELL CREEK	1988	24	40	Concrete	99.79
BASS SWAIN	TOUCHET NORTH RD	TOUCHET RIVER	1992	143	34	Concrete	99.80
WHITMAN	DETOUR RD	WALLA WALLA RIVER	2002	200	39	Concrete	99.81
LUCKENBILL	LUCKENBILL RD	TOUCHET RIVER	1998	140	35	Concrete	99.85
LOWDEN	LOWDEN GARDENA RD	WALLA WALLA RIVER	2010	226	34	Concrete	99.86
HOOD SCHOOL	HOOD RD	COTTONWOOD CREEK	2008	61	35	Concrete	99.87
GOBLE	WOODWARD CANYON RD	WOODWARD CANYON	2012	36	0	Steel	99.89
VALLEY GROVE	VALLEY GROVE RD	DRY CREEK	2003	122	39	Concrete	99.91
PFLUGRAD	BISCUIT RIDGE RD	DRY CREEK	2018	60	36	Concrete	99.92
PINE CREEK #1	GARDENA RD	PINE CREEK	2003	82	34	Concrete	99.93
PEMBERTON	BARNEY RD	MUDD CREEK	2017	23	0	Steel	99.94
HUGHES	SOUTH FORK COPPEI	SOUTH FORK COPPEI CREEK	1997	27	28	Concrete	99.94
SKYROCKET	SKYROCKET RD	WHETSTONE CREEK	1992	65	34	Concrete	99.94
EVANS	SAPOLIL RD	DRY CREEK	2006	120	34	Concrete	99.94
HUNGATE	FERRIS RD	SPRING VALLEY	1993	25	32	Concrete	99.95
DUFF	S WILBUR AVE	RUSSELL CREEK	1989	24	56	Concrete	99.96
PSHIGODA	WOODEN RD	WALKER CANYON	2001	26	35	Concrete	99.96
McCOWN	McCOWN RD	COPPEI CREEK	2009	85	35	Concrete	99.96
THIRD STREET	THIRD ST (D)	DRY CREEK	1995	62	35	Concrete	99.97
PETTYBONE	PETTYBONE ST N	UPPER DRY CREEK	2014	66	40	Concrete	99.97
SWEGLE	SWEGLE RD	WALLA WALLA RIVER	1995	200	35	Concrete	99.98
SANDERS #3	SPRING VALLEY RD	DRY RUN	1998	21	34	Concrete	99.99
PIERRE	SOUTH FORK COPPEI	NORTH FORK COPPEI CREEK	1997	22	40	Concrete	99.99
ALDRIDGE	SMITH RD	DRY CREEK	2006	55	34	Concrete	100.0
VAN AUSGLE	VAN AUSGLE LANE	DRY CREEK	1999	125	31	Concrete	100.0
McENTYRE	SCOTT RD	SOUTH FORK DRY CREEK	2010	38	30	Timber	100.0
TALBOTT	TALBOTT RD	DRY CREEK	1997	144	28	Concrete	100.0

# Walla Walla County

## Bridge Report

Sufficiency Ratings of NON NBIS Bridges (Less than 20')

BRIDGES FUNDED

Bridge Name	Road Name	Feature Crossing	Built	Length	Width	Type	Sufficiency Rating
BERNEY #2	BERNEY DR	YELLOWHAWK CREEK	1985	19	21	Concrete	24.02
PAXTON	S 3RD AVENUE	RUSSELL CREEK	1949	18	21	Timber	29.58
MARBACH CORNER	LUCKENBILL RD	DRY RUN	1955	15	29	Timber	41.89
NOTDOT	McCOWN RD	DITCH	1950	12	21	Concrete	43.06
LEVIN	RESER RD	RESER CREEK	1923	7	23	Concrete	48.42
SIMON C P	SCENIC LOOP RD	DRY RUN	1935	10	24	Concrete	52.30
DAVIS	SCHOOL AVE	YELLOWHAWK CREEK	1954	18	30	Steel	52.52
ZUGER	LOWER WAITSBURG RD	DRY RUN	1935	12	24	Concrete	53.21
WEAVER	LOWDEN GARDENA RD	IRRIGATION DITCH	1923	10	28	Concrete	55.19
LENFESTY	LOWDEN GARDENA RD	MUD CREEK	1922	16	27	Concrete	56.23
SCHAEFFER	LOWDEN GARDENA RD	MUD CREEK	1923	10	26	Concrete	56.27
WAITSBURG CEMETERY	WILSON HOLLOW RD	WILSON HOLLOW CREEK	1917	11	27	Concrete	61.04
COLLARD	SUDBURY RD	DRY RUN	1926	10	27	Concrete	61.39
THIEL STATION	SUDBURY RD	SPRING	1926	10	27	Concrete	61.43
SIMONS	SCENIC LOOP RD	SPRING	1925	10	39	Concrete	61.90
SCENIC LOOP	SCENIC LOOP RD	UPPER RUSSELL CREEK	1935	10	30	Concrete	61.94
REDMOND	FIRE BRIGADE RD	BURLINGAME DITCH	1953	17	27	Steel	62.32
VALLEY CHAPEL	VALLEY CHAPEL RD	BURLINGAME DITCH	1953	17	27	Steel	62.32
MEINBURG C P	WILSON HOLLOW RD	CATTLE PASS	1930	8	23	Concrete	65.42
ED COCHRAN	SMITH SPRINGS RD	CATTLE PASS	1926	6	26	Concrete	66.03
ERWIN C P	SMITH SPRINGS RD	CATTLE PASS	1932	12	27	Concrete	66.34
BENSON C P	SMITH SPRINGS RD	CATTLE PASS	1932	8	27	Concrete	66.45
DITCH HOUSE	LOWDEN GARDENA RD	BURLINGAME DITCH	1923	18	28	Concrete	67.02
SANDERS #2	SPRING VALLEY RD	DRY RUN	1974	10	29	Concrete	67.17
SANDERS #1	SPRING VALLEY RD	DRY RUN	1974	18	29	Concrete	67.17
PHILLIPS	WOODWARD CANYON RD	WOODWARD CANYON	1959	14	24	Timber	67.45
ANDERSON C P	SMITH SPRINGS RD	CATTLE PASS	1932	8	27	Concrete	67.96
COCHRAN	LUCKENBILL RD	DRY RUN	1923	4	25	Concrete	69.10
MUD CREEK	SUDBURY RD	MUD CREEK	1924	12	34	Concrete	69.70
VAN VOORST C P	TOUCHET NORTH RD	CATTLE PASS	1935	8	32	Concrete	69.81
JOHNSON SOUTH	TOUCHET NORTH RD	CATTLE PASS	1934	10	32	Concrete	69.81
MILL CR BRANCH	SEVEN MILE RD	DRY RUN	1930	20	18	Concrete	70.22
DUNN	HARVEY SHAW RD	DRY RUN	1933	9	25	Concrete	70.36
ED KELLY	HARVEY SHAW RD	DRY RUN	1933	9	25	Concrete	70.36
MUNNS	HARVEY SHAW RD	DRY RUN	1933	11	25	Concrete	70.36
FRENCHTOWN	OLD HWY 12	DRY WASH	1920	8	59	Concrete	70.73
NINE MILE CANYON	NINE MILE RD	NINE MILE CANYON	1961	6	22	Steel	71.14
RUSSELL SIDING C P	BERGEVIN SPRINGS R	DRY RUN	1925	6	25	Concrete	71.15
MARTIN	LOWER WAITSBURG RD	SPRING VALLEY	1971	12	36	Concrete	71.38
ANGELL	LOWER WAITSBURG RD	DRY RUN	1971	12	36	Concrete	71.38
RESER	RESER RD	RUSSELL CREEK	1953	14	0	Steel	71.51
MAUZEY	ABBOTT RD	YELLOWHAWK CREEK	1964	18	58	Steel	71.85
HEADGATE	BEET RD	BURLINGAME DITCH	1983	18	40	Concrete	71.86
SPRING CREEK	SPRING CREEK RD	SPRING CREEK	1953	10	0	Steel	72.01
LAMAR C P	LAMAR RD	DRY RUN	1936	7	25	Concrete	72.14
MAGNOLIA	MAGNOLIA DRIVE	SIDE DRAINAGE	1981	13	47	Concrete	72.15
SARANTO	TOUCHET GARDENA RD	DRY RUN	1936	6	38	Concrete	73.83
BERGER	MILL CREEK RD	CATTLE PASS	1947	8	0	Concrete	74.40
WOODS C P	TOUCHET NORTH RD	CATTLE PASS	1935	7	32	Concrete	74.84
WOODS NORTH C P	TOUCHET NORTH RD	CATTLE PASS	1935	7	32	Concrete	74.84
BOLLES	BOLLES RD	DRY RUN	1932	5	30	Concrete	74.87

DODD C P	TOUCHET NORTH RD	CATTLE PASS	1934	7	32	Concrete	75.04
GRANT C P	TOUCHET NORTH RD	CATTLE PASS	1934	7	32	Concrete	75.04
STROHMAIER C P	TOUCHET NORTH RD	CATTLE PASS	1934	10	32	Concrete	75.04
DIVIDE	BYRNES RD	DRY RUN	1920	4	32	Concrete	75.11
GRANDVIEW	GRANDVIEW AVENUE	GARRISON CREEK	1997	14	40	Concrete	75.11
PAST RAINES	WOODWARD CANYON RD	WOODWARD CANYON	1952	12	23	Timber	79.72
STONECIPHER	STONECIPHER	SPRING	1936	10	32	Timber	80.76
BERRYMAN STATION	PETTYJOHN RD	DRY RUN	1950	18	24	Timber	82.97
WINANS	COCHRAN RD	DRY RUN	1968	14	36	Concrete	83.48
HARSHAW	HARSHAW RD	DRY RUN	1932	10	25	Concrete	86.50
DEPPING	DEPPING RD	RUSSELL CREEK	1925	12	51	Concrete	87.93
ESTES	WOODWARD CANYON RD	IRRIGATION DITCH	2003	15	40	Steel	88.58
MIKE THOMAS	SMITH SPRINGS RD	SPRING BRANCH	2006	13	59	Steel	88.61
NORTH HART	HART RD	MILL RACE	1986	19	35	Concrete	89.51
GAS PLANT	LYONS FERRY RD	LYONS FERRY DRAINAGE	1977	18	33	Concrete	96.73
DAGUE	DAGUE RD	SPRING FED	1971	19	30	Timber	96.96
STAR SCHOOL	MANUEL HOLLOW RD	DRY RUN	1950	18	26	Timber	96.99
GARDENA SOUTH	TOUCHET GARDENA	OVERFLOW CHANNEL	2012	19	0	Steel	98.88
YOX	YOX RD	DRY RUN	2004	17	30	Steel	98.99
BELZEY	TOUCHET NORTH RD	DRY RUN	2010	19	0	Steel	99.80
CORKRUM	MIDDLE WAITSBURG RD	SPRING VALLEY CREEK	2011	16	55.70	Timber	99.86

# Walla Walla County

## Bridge Report

### County Bridges with Posted Weight Restrictions

BRIDGE NAME	TYPE 3 (25-TON)	TYPE 3S2 (36-TON)	TYPE 3-3 (40 TON)	SU4 (27-TON)	SU5 (31-TON)	SU6 (34.75-TON)	SU7 (38.75-TON)
ARCH	6	8	9	6	7	8	9
BUSSELL						32	32
COLLINS							37
DE RUWE				25	26	25	25
DRUMHELLER	19	32		18	21	23	26
DRY CREEK #1	23	35		19	19	19	21
DRY CREEK #2	23	35		19	19	18	20
DRY CREEK #3	23	35		19	19	18	20
FROG HOLLOW							37
HADLEY STATION							33
HARVEY					29	30	33
HELLBERG						33	30
LAST CHANCE		31	36	24	24	22	21
LOCHER							37
PLUCKER							37
SAXTON					29	30	33
SEVEN MILE						31	32
WHETSTONE						30	30

# ***Walla Walla County***

## ***Bridge Report***

### **SUMMARY OF CHANGES**

Blue Creek Bridge on Mill Creek Rd was replaced in 2019. The existing structure was removed and replaced with a 131 foot single span concrete structure.

Blue Creek Bridge (Mill Creek Rd)



OLD STRUCTURE



NEW STRUCTURE

# ***Walla Walla County***

## ***Bridge Report***

### **SUMMARY OF CHANGES**

Mill Creek Bridge on Mill Creek Rd was replaced in 2019. The existing structure was removed and replaced with a 171 foot single span concrete structure.

Mill Creek Bridge (Mill Creek Rd)



OLD STRUCTURE



NEW STRUCTURE

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

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To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 18 March 2020

Re: Director's Report for the Week of 16 March 2020

**Board Action: 23 March 2020**

**Resolutions:**

**In the Matter of Setting Weight Limits on Walla Walla County Bridges**

**Miscellaneous:**

**In the Matter of the 2019 Bridge Report**

**Approve and Execute County Road Administration Board**

**Reports for Fish Passage Barrier Removal Certification 2019 & Annual Certification 2019**

**ENGINEERING:**

- Flood Damage Repair:
  - Paving the repair areas next week
  - Working on Federal Highway Administration (FHWA) Emergency Relief documentation.
- Mill Creek Road MP 1.1 to MP 3.96 (Five Mile to Seven Mile): Consultant is working on acquisition documents.
- Middle Waitsburg Road: Consultant is working on property acquisition. One property owner has signed.
- Lower Waitsburg Road: Performed drone survey, processing data.
- Stormwater: Finalizing the yearly Stormwater Report.

**MAINTENANCE/FLEET MANAGEMENT:**

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

**ADMINISTRATION:**

- Reviewing Equipment Maintenance Supervisor applications.
- Working with FEMA on our pre-damage assessment submittal.
- Working with the Corps of Engineers to rehabilitate the Mill Creek Levee and concrete channel to pre-flood condition.
- Working on Federal Highway Administration Emergency Relief documentation.

a) Action Agenda Item:

- 1) Proposal 2020 03-23 TSD  
Approval of security purchases  
to renew Sophos Security Suite

b) Department update and miscellaneous



# MEMO

Date: March 23<sup>rd</sup>, 2020

Proposal ID. 2020 03-23 TSD

To: Board of County Commissioners

From: Chad Goodhue

**Intent** – Seeking formal BOCC approval.

**Topic** – Security Purchases

**Summary** – I am requesting approval to sign and renew our Sophos Security Suite including End Point Protection, Server Protection, Email Security Gateway and Web Content Filtering.

**Total Cost** – Total cost - \$40,992.00 over 3 years, \$13,664.00 annually. \$11,664.00 for Tech Services and \$2000.00 for Community Health.

**Funding** – This contract renewal has already been budgeted for in the Tech Services budget with the exception of the encryption piece which Community Health has agreed to pay \$2000.00 annually for 3 years.

**Alternatives Considered** – Without renewing the County will no longer have End Point Protection, Server Protection, Web Content Filtering, Email Security and Antispam

**Acquisition Method** – Sophos will be renewed with the reseller, Treberon.

**Security** – The new hardware (Web Content Filter and Email Security Gateway) along with the software (Sophos End Point Protection for desktops and servers) will add a critical layer of defense in depth and renew our security posture moving forward.

**Access** – This will be centrally managed and monitored

**Risk** – Not upgrading these critical pieces of hardware and software/services will leave the County vulnerable to cyber threats from email phishing attempts, web call-backs to command and control servers and other types of malware.

**Benefits** – Purchasing the requested items will have a long and measurable impact on County Security, reliability in the services that are provided and prevent unnecessary work stoppage.

**Conclusion/Recommendation** – My recommendation would be to renew the contract with Sophos for 3 additional years.

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Submitted By

Chad Goodhue    TSD            3-16-2020

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Name            Department            Date

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Signature

Disposition

\_\_\_\_ Approved

\_\_\_\_ Approved with modifications

\_\_\_\_ Needs follow up information

\_\_\_\_ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_\_ Modification

\_\_\_\_ Follow Up

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

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362  
(509) 524-2590  
cgoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

March 23<sup>rd</sup>, 2020

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

Re: Technology Services Update

**Issues/Information for the Board.**

- Tech Services has deployed two demo switches in a live environment, and they have functioned very well.
- The following Departments have not signed up for phishing awareness
  - Auditor
  - Treasurer
  - Assessor
  - Sheriff
  - Facilities
  - WSU
- The meeting with ImageSoft regarding On Base has been postponed and scheduled to be online
- Network switch replacement – Tech Services with WWE will be testing all Fiber to make sure that our fiber can handle the 10gig speeds
- Working with Walla Walla Electric to upgrade the Mile Stone camera software
- The True Automation servers have been migrated from physical to virtual and all of the data has been successfully migrated.

**Components (Main infrastructure)**

**Hardware**

- Power Issues
  - Tech Services is working with Synchronous Technologies to Clean up and deploy the new power units.

**Software**

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

**Security/Viruses**

- The new Sophos AV contract is coming due in March and we are working on adding an Encryption piece for all servers and desktops.

## **Other Projects**

- **OnBase**
  - Working with ImageSoft to finish migrating data from the “old servers” to the “new servers”
- **SQL Server licensing**
- **Budget & Inventory**
- **Contracts**
  - Sophos Renewal
- **Inventory**
  - Tech Services is evaluating a piece of software called Lansweeper that is far superior to Sysaid for inventory and reports of hardware and software. It is very reasonably priced and has a strong backing by other State and Local agencies.
- **Public Record Requests Last 2 Weeks**
  - 8 = Requests received
  - 0 = Forwarded to departments
  - 8 = Completed
  - 0 = Pending review
  - 0 = Pending Closure
  - 0 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 3 = Open
  - YTD = 21

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

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### **Definitions**

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

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

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

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

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

**API = Application Program Interface**

**CJIS = Criminal Justice System Information Systems**

**PRO=Public Records Officer**

**NDA=Non-disclosure agreement**

**EOL=End of Life**

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

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

**ADA=Americans with Disabilities Act**

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

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

10:45

COUNTY CORRECTIONS DEPARTMENT

Norrie Gregoire

a) Consent Agenda Items:

- 1) Resolution \_\_\_\_\_ - Approving  
Walla Walla County Technology and  
Personal Services Contract with  
Two Southpaws, Inc. dba  
CasaManager

b) Department update and miscellaneous

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

IN THE MATTER OF APPROVING  
WALLA WALLA COUNTY  
TECHNOLOGY AND PERSONAL  
SERVICES CONTRACT WITH TWO  
SOUTHPAWS, INC. DBA  
CASAMANAGER



RESOLUTION NO. **20**

**WHEREAS**, Walla Walla County Department of Corrections, has offered a contract with Two Southpaws, Inc., dba CasaManager; and

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

**WHEREAS**, the Walla Walla County Director of Corrections has reviewed said contract and recommends approval; and

**WHEREAS**, said agreement was submitted to the County Prosecuting Attorney's office for review; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement and will sign same.

*Passed this 23<sup>rd</sup> day of **March, 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**  
**Technology and Personal Services Contract**

**AGREEMENT NO.**

Two Southpaws, Inc., hereinafter called Contractor, and Walla Walla County, hereinafter called County, agree as set forth in this Agreement, including the General Conditions , Exhibit A (Scope of Work), Exhibit B (Compensation), Exhibit C (Special Conditions), Exhibit D (Other provisions), and Exhibit E, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of April, 2020, and shall, unless terminated or renewed as provided elsewhere in the Agreement, be terminated on the 31<sup>st</sup> day of March 2021.

The maximum consideration for any work performed shall not exceed \$3,000, and shall be based on the rates shown in Exhibit B.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 20 and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17 day of March, 2020.

CONTRACTOR:

Firm Name

**Two Southpaws, Inc. (dba. CasaManager)**

 CEO

Title of Signatory

Authorized by firm Bylaws

Mailing Address:

17950 NW Deercreek Ct.  
Portland, OR 97229

Business Tax ID

#20-2244881

THE COUNTY:

Board of County Commissioners

By

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

## GENERAL CONDITIONS

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by itemized documentation of units of work actually performed and amounts earned (including where appropriate, the actual number of days worked each month and total number of hours for the month), equipment or materials supplied or used, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

The final twenty-five (25) percent of the compensation due under this Agreement shall be withheld by the County until after the Contracting Officer has made final acceptance of any software or services to be provided or installed by the Contractor.

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that Walla Walla County is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Wage Standards:

Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D".

9. Right to Review:

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

10. Modifications:

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

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an

assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

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

14. Insurance:

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, Contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies acceptable to Walla Walla County and shall be primary with no right of contribution. The Contractor's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance and endorsement, signed by the insurance agent for the Contractor and returned to the County of Walla Walla's risk manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance

maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The insurance coverages to be purchased and maintained are:

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

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage;
- \$1,000,000 for personal injury;
- \$2,000,000 general aggregate; and
- \$2,000,000 for products/completed operations aggregate.

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement or on or in the vicinity of Walla Walla County's operations.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by Contractor from time to time on the lands of Walla Walla County pursuant to the Agreement, including, mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each the tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Data Security & Privacy "Cyber". Contractor shall maintain "cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of

privacy perils, as well as breach mitigation costs and regulatory coverage) in an amount not less than \$1,000,000 per claim.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to Walla Walla County's Risk Manager certificates and endorsements from Contractor's insurers showing that the coverage required above has been obtained.

14.2.1. The insurance certificates and endorsements must show Walla Walla County, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days' prior written notice to Walla Walla County.

14.2.3 Failure of Walla Walla County to demand the insurance certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Walla Walla County to identify a deficiency from any certificate or endorsement provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against Walla Walla County, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for Walla Walla County's benefit

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the Contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor.

15. Venue and Choice of Law:

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

16. Withholding Payment:

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

17. Future Non-Allocation of Funds:

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

18. Protection of Licensee Data:

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder, or service provided in connection with this Contract, shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the County in providing service in violation of Chapter 70.168 RCW, Chapter 42.56 RCW, Chapter 70.02 RCW, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations governing privacy, including but not limited to 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections

as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

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

22. Ownership of Items Produced

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

23. Confidentiality:

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

24. Public Disclosure:

In the event of a public records request to for the Licensed Program or Licensed Documentation, the County shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the County from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the County may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the County deems

appropriate

25. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the elected official or department head of the department for whom services are rendered, and to the County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address on Page 1 of this agreement. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

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

27. Waiver:

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

28. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24 and 27, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

30. Entire Agreement:

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

31. No Third Party Beneficiary:

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

32. Background checks:

The contractor, contractor's employees, any authorized subcontractors or subcontractor's employees must pass criminal background checks to the satisfaction of Walla County prior to beginning work. If background checks are not passed, the County may terminate this agreement.

## **Exhibit A**

### **Scope of Services**

#### **County's Responsibilities**

1. County shall provide to Contractor remote access into the Court Services server for the purposes of converting existing FileMaker (MADDI) database from version 14 to version 18.
2. County shall provide Contractor with an electronic version of existing MADDI database if Contractor determines remote access does not facilitate Contractor Responsibilities listed below.

#### **Contractor's Responsibilities**

1. Contractor shall perform necessary bug and script fixes needed to convert existing MADDI (FM v. 14) to FM version 18.
2. Contractor shall run MADDI through FileMaker Perception and Base Elements to assess future work needed to consolidate MADDI into an optimized format that includes combining all existing MADDI FileMaker files, of which there are currently more than 30, into one (1) file.
3. Contractor will protect all MADDI information in accordance with RCW 70.02, HIPAA, RCW 70.48 and other applicable state and federal laws.
4. If County provides Contractor with an electronic version of MADDI database, Contractor agrees to anonymize all Personally Identifiable Information.

**Exhibit B**  
**\*Compensation & Fee Schedule**

**FileMaker Development Initial Review and Patching Solution: \$150.00/hour**

Compensation

By entering into this agreement the Contractor agrees to charge no more for services than what has been identified in Exhibit A.

When seeking payment for services rendered, the Contractor must submit an "itemized" invoice, and the proper travel authorization if applicable and handwritten evidence for miles traveled by auto for payment to:

Walla Walla County  
Information Systems Manager  
315 West Main Street  
Walla Walla, Washington 99362

The County, after review of the invoice, will pay any non-disputed amount on that invoice in accordance with paragraph 21 of this agreement.

Payments will only be made pursuant to RCW 42.24.080 as described below

**RCW 42.24.080 Municipal corporations and political subdivisions--Claims against for contractual purposes--Auditing and payment--Forms--Authentication and certification.**

All claims presented against any county, city, district or other municipal corporation or political subdivision by persons furnishing materials, rendering services or performing labor, or for any other contractual purpose, shall be audited, before payment, by an auditing officer elected or appointed pursuant to statute or, in the absence of statute, an appropriate charter provision, ordinance or resolution of the municipal corporation or political subdivision. Such claims shall be prepared for audit and payment on a form and in the manner prescribed by the state auditor. The form shall provide for the authentication and certification by such auditing officer that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is a just, due and unpaid obligation against the municipal corporation or political subdivision; and no claim shall be paid without such authentication and certification: PROVIDED, That the certificates as to claims of officers and employees of a county, city, district or other municipal corporation or political subdivision, for services rendered, shall be made by the person charged with the duty of preparing and submitting vouchers for the payment of services, and he or she shall certify that the claim is just, true and unpaid, which certificate shall be part of the voucher.

[1995 c 301 § 72; 1965 c 116 § 1.]

## **Exhibit C**

### Special Conditions

Work to be performed may be done in other buildings where the County is responsible for or has an interest in computer or network support. Conditions will vary from office settings to tight poorly lighted areas. Contractors should arrive properly equipped to perform installations, setups, repairs or maintenance.

Unless otherwise agreed upon, Contractors are responsible for their own tools and testing equipment. Contractors are responsible for insurance of their equipment and tools.

Contractors should be prepared and physically able, to lift normal computer equipment such as servers and other computer hardware.

## **Exhibit D**

Other Provisions

### **Documentation**

The Contractor will provide detailed documentation to the County of all system and network settings that were changed or implemented during the performance of work as outlined in Exhibit A.

## Exhibit E

### **VENDOR/CONTRACTOR TECHNOLOGY, REMOTE ACCESS AND CONFIDENTIALITY AGREEMENT**

#### **GENERAL CONDITIONS**

1. Scope of Contractor's Services:  
The Contractor agrees to provide to the County services set forth in this agreement for the purposes of installation and maintenance of software covered in this agreement. Such services may require the access to certain computing devices through remote access. This agreement outlines the parameters for access.
2. Assignment and Subcontracting:  
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
3. Modifications:  
Walla Walla County vigilantly protects the counties computing systems through the use of policy, security software and other electronic and physical means. No modifications will be made to this agreement that will result in activities or access contrary to current policy. Any and all agreed modifications shall be in writing, signed by each of the parties.
4. Termination for Default:  
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent, further attempts to access Walla Walla County network shall immediately cease.
5. Confidentiality:  
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Walla Walla County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
6. Access to County Network
  - 6.1 Information Dissemination: The County shall allow Contractor access to computer programs and digital information operated and maintained by Walla Walla County and stored in County operated computer systems. Contractor shall only access such information or programs as needed to perform the work defined by the contractual scope. Contractor shall not access any other programs or data maintained by the County that falls outside of the scope of work. Such access may violate license agreements or may compromise sensitive information.

Contractor's extent of access shall conform with the regulations set forth in Chapter 13.50 RCW, HIPPA and other applicable federal, state, and local law.

Contractor shall not sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the County's data by any person, firm, corporation or association without prior written approval of the County.

Dissemination of any data or information is the responsibility of the County in accordance with applicable agency agreements, the Public Disclosure Act, Chapter 42.56 RCW, and the Washington State Criminal Records Act, Chapter 10.97 RCW. Contractor will not disclose data except through specific contracts and agreements with third party application and County data owners.
  - 6.2 Access to County Network: County shall establish a unique user account and adequate software license(s) to support the scope of work.

The unique user account provided to each Contractor employee shall be used by the County to determine the system rights of that individual and to provide a method of auditing for access to information.

County authorizes Contractor's employees (if applicable) to access County's network, as long as, each

individual employee of Contractor has an established unique account and understands the conditions set forth herein. County will provide accounts to Contractor as requested by the Contractor's designated contact. Contractor may establish accounts by contacting the County Helpdesk at the address following:

Walla Walla County Helpdesk  
315 West Main Street  
Walla Walla, WA 99362  
(509) 524-2590 (8AM to 5:00 PM, Monday – Friday, PST/Pacific Daylight Time)  
helpdesk@co.walla-walla.wa.us

The Contractor designated contact for this contract shall be:

**Jeff Hough**

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County will accept requests for deletions, additions, or other changes to Contractor individual accounts from the Contractor designated contact via mail, phone, or electronic mail. The Contractor may change the Contractor designated contact by contacting the Walla Walla County Technology Services Helpdesk.

Use of an account, by other than the Contractor's employee assigned the account will be considered as trespassing by the unauthorized employee.

Contractor shall notify County of any employees who have terminated or of new employees that will require access to service the County. Walla Walla County's Help Desk shall be notified within one (1) working day of the termination of any employee who had authorization to access the Walla Walla County network.

Contractor is responsible for all training that its employees may require to successfully operate software required to access the County or required to be operated while working on the County's network. County takes no responsibility in any form for the education of Contractor's employees for the purposes of providing support to the County.

Contractor shall not connect any electronic equipment to Walla Walla County's private network. All computer access needs shall be supplied by Walla Walla County.

Contractor agrees to utilize strong passwords for County network account credentials. Contractor agrees to protect the integrity of passwords by instructing employees that they are not to share these passwords with any individual or entity.

#### 6.2.1 Strong Passwords

Passwords chosen for authentication to Walla Walla County's network will be a minimum of eight characters. Authentication to the Walla Walla County Network shall use strong authentication or strong passwords; to meet this requirement passwords shall meet the following criteria.

All passwords shall contain a special character. These characters are non-alphanumeric.

Examples are: ~ ! @ # \$ % ^ & \* ( ) -

Passwords shall minimally contain two of the three following types of characters:

Uppercase alpha characters  
Lowercase alpha characters  
Numeric characters

#### **Examples of strong passwords are:**

~Password	– Contains a special character, uppercase and lowercase character
Responsible!	– Contains a special character, uppercase and lowercase character
DaTa*BaNSe	– Contains a special character, uppercase and lowercase character
(StartreK)	– Contains a special character, uppercase and lowercase character

Passwords will be required to be changed every 90 days.

#### 2. Use of Internet from County Supplied Computers:

The Walla Walla County Internet capability shall be used for Walla Walla County business purposes only. The Contractor shall not use the Internet, features of the Internet, or any capabilities of the Internet for Contractor or personal related business.

3. Use of Electronic Messaging Services From County Supplied Computers

The Contractor shall not use Electronic Mail, Instant Messaging Services, or any other electronic messaging technology for Contractor or Personal related business. These services may be used to conduct business on behalf of Walla Walla County.

4. Modification to Walla Walla County Systems:

Contractor shall not modify, reconfigure, move, or enhance any computer related equipment or software provided by Walla Walla County for Contractor's use. All modifications to Walla Walla County Systems shall be coordinated with the Walla Walla County Technology Services department and the department sponsoring the Contractor.

6.3 Acceptable Use of Walla Walla County Provided Network Services:

The Contractor agrees to assume personal responsibility for their appropriate use and agrees to comply with this policy and other applicable Walla Walla County policies as well as City, State and Federal laws and regulations.

6.4 Right to Privacy:

Walla Walla County may monitor and/or record all network transactions to include the times, locations, sites, dates and duration of access. All information created on Walla Walla County's internal network is subject to Public Disclosure per RCW 42.56. Contractor has no right to privacy on any materials, systems or documents created using Walla Walla County's network.

6.5 Computer/System Support:

All issues of computer/system operation shall be brought to the attention of Walla Walla County management. The Contractor may contact Technology Services for support assistance at the direction of Walla Walla County management. Support will only be provided for business operations done on behalf of Walla Walla County.

Support is only available during normal business hours.

6.6 General Network Access Agreement

In providing the access the Walla Walla County network, Walla Walla County makes no commitment to provide protection for any materials viewed on the internet or for any injuries, claims or damages resulting from the use of County Equipment or use thereof. Further, you agree to make no Claim (s) or bring any action against Walla Walla County its elected officials, officers or employees.

Contractor understands that Walla Walla County has no obligation to protect Contractor or Contractor employees from any materials that may be found on the Internet. As such, Contractor releases and holds Walla Walla County harmless for any potential claims that may arise from Contractor use of the Walla Walla County network and Walla Walla County equipment. This includes, but is not limited to, graphic imagery, carpal tunnel syndrome, unsolicited electronic mail, and any other form of media that is accessible through the Internet.

6.7 **Software Licenses:** Contractor shall use County supplied software only if using equipment owned and operated by Walla Walla County. Requests for software that is not on the standard list supported by Walla Walla County and required in order for the Contractor to complete the scope of work shall be identified in this section.

Unless identified herein, Walla Walla County has no obligation to provide additional non-County standard software.

Contractor shall not procure, install, or operate any software application on any Walla Walla County owned equipment without the specific permission of Walla Walla County.

County shall provide the following licenses:

License	Quantity Required

**Table 25.7-1, County Supplied Software Licenses**

- 6.8 Contractor Employee Expectations: Contractor agrees to hold all Contractor employees accountable to:
- Instruct the employee that they are not to share password credentials with any individual or entity, including other Contractor employees or Contractor management. Contractor employees are to work with County Technology Services on password related issues.
  - County reserves the right to terminate a Contractor employee's access to the County private network if the Contractor employee has not followed the terms of this agreement. It will be the responsibility of the Contractor to designate another employee to service County's support needs in this event.

- 6.9 County Network Access Termination:

The County reserves the right to terminate the Contractor's access to County's network if the terms specified herein are not adhered to. In this event, the Contractor agrees that it may not increase support fees to County or terminate support agreements. Contractor agrees that remote access is a convenience and not necessary to support the Contractor supplied product.



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: [March 23, 2020]**

**Contracts, Service Providers & Programming**

- Most Corrections and Court Services Programs have been paused or modified
  - Child Advocate Volunteers and Juvenile Probation Staff are encouraged to make phone contacts only; if a particular individual requires immediate attention due to safety or concerns for wellbeing, staff will make contact;
  - All therapeutic programs at Jail have been suspended;
  - All face-to-face visitation in Detention has been suspended.
  - JJC encourages therapists, attorneys, and other service providers to remote in via video when necessary.
  - Juvenile Work Crew has been suspended, along with Aggression Replacement Training, all Detention Groups (Yoga, NA/AA, garden project, etc.)
  - Detention School runs with small groups of three students to maintain social distancing; ESD Teacher has been encouraged to explore remote video platforms.

**Personnel**

- Corrections
  - New CO starts 3/24; another had psych testing 3/19;
  - Still one out on medical and another on military.
- Court Services
  - Detention is fully staffed;
  - Expect one PO staff to retire in September.

**Equipment/Technology/Facilities**

- Jail Bullpen Project
  - Still waiting for Acufab to advise us when engineer will be onsite at jail to assess drawing mods;
- Remote Video Access
  - Video Court between Jail and both SC courtrooms is now fully operational;
  - JJC is now also providing video court appearances between Detention and SC

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

**11:15**

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

**11:30**

**COUNTY COMMISSIONERS**

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

**Written Department updates only provided by:**

**WSU**

**Debbie Williams**

**JOINT FINANCIAL UPDATE**

**Karen Martin  
Gordon Heimbigner**

## **Walla Walla County Extension March 23, 2020**

**11:00 a.m.**

### **Update WSU/Walla Walla County Extension**

WSU Extension – reaction to COVID19

WSU Extension – Organization

WSU Extension Annual Reviews and Publications

WSU/Walla Walla County Agronomist Position

4-H – STEM, KYG, Super Saturday, Demonstrations, Camps, Fair

Food \$ense – Nutrition Education

Master Gardeners – Advanced Training, 2021 Training

Agriculture - Cereal Conf., WIA, Cereal/Legume Tours, Last Chance Pesticide

### **Hort Board**

#### **Schedule**

April 11-13 – WEASA Conf., Okanogan WA - canceled

April 28-29 – Sick Leave, Seattle

May 21-27 – Annual Leave, Saginaw MI

July 3-10 – Annual Leave, local

July 14 - 16 – WSU Youth & Family Unit Promotion/Tenure Meetings, Wenatchee

October 18-23 – NAE4HA Conference, Boise ID

November 16-18 – WSAC/Extension Conference, Renton

**WSU Extension Office – Walla Walla County**  
**March 2020 Update**

**WSU Updates**

Dean of the College of Agricultural, Human, and Natural Resources Sciences (CAHNRS), Dr. André-Denis Wright.

Associate Dean and Director of Extension, Vicki McCracken.

Assistant Director of Extension, Mike Gaffney.

WSU Youth and Family Program Unit Director, Doreen Hauser-Lindstrom

4-H State Coordinator, Nancy Deringer.

Walla Walla County Agronomist Position

Walla Walla County Agronomist Position is open for rehire. Screening of applicants will begin on April 1!

2019 Annual Reviews

I received my 2019 Annual Review and conducted Annual Reviews for my staff. Publications *4-H Horse Advancement Leader Guide/Member Guide* were published in 2019. *Successfully Navigating 4-H Market Livestock Projects* was published in 2020.

**WSU/Walla Walla County Extension Updates**

Youth **4-H Programs are canceled in Walla Walla County until May 1 or (until K-12 resume).**

Teen Leadership: Five Walla Walla County 4-H teens participated in the *Know Your Government* Program this year in Olympia. The teens are attending training sessions on the election process and a “governor” ran for office at the event. The 4-H Know Your Government Conference serves to strengthen the connection between youth and our political and social networks through education, experience, application and inspiration.

4-H Top Chef has grown tremendously. 4-H members in the Foods projects can enter classes on table setting, packing a healthy lunch, and full meal preparation. Youth awarded a blue ribbon at the February 22-27 contest are qualified to participate in State Fair.

4-H Super Saturday was canceled. Local youth participate in 4-H type classes including youth from the community that don't get to participate in clubs throughout the year.

4-H STEM Grants: We have put our STEM equipment (12 computers, Robotics kits, and Drone kits) to use again this year all around our county. We are in four Elementary Schools (Blue Ridge, Edison, Sharpstein, and Green Park) in partnership with WWPS through the 21<sup>st</sup> Century program. We are serving youth in Touchet, Prescott, Plaza, and Burbank in partnership with the Rural Libraries.

4-H Demonstrations: 4-H youth usually give presentations in April but we have postponed until May (4-H State Qualifier). Walla Walla Noon Rotary and the Exchange Club provides funds for premiums since demonstrations are not held at Fair.

Summer Youth Programs: Quilt Camp, Challenger Horse Camp, STEM Camps, and summer sessions (Science and Creative Arts) will be provided for area youth again this summer if allowed.

Fair: Moving quickly towards fair with Market Livestock weigh-ins (probably canceled), Fashion Review, Food & Clothing Judging, Dog Agility, Cat Show, Colt Training and other events prior to fair. We can help with online fair entries.

Family/Community **Food \$ense Programs are canceled.**

Food \$ense or Supplemental Nutrition Assistant Program (SNAP-ED) money coming from USDA for 2019-2020 is routed through Department of Health (state level) and will include Asotin, Columbia, Benton and Franklin Counties. Walla Walla County Extension Food \$ense

program been serving our community utilizing County support, Federal dollars, and in-kind match since the start up in 2004. We have reached more than 40,000 youth and their families. The WSU Food \$ense program goal is to impact family nutritional habits at home through nutrition education to kids in the classroom. Since 2004, we have received more than to \$2 million to serve SE Washington.

Master Gardeners/Master Food Preservers ***Master Gardener Programs are canceled.***

*Master Gardeners* had advanced training this winter experiencing programs over Zoom in partnership with Asotin County. We will explore providing Master Gardener Training over Zoom with Asotin County in the future to expand access to speakers. New Master Gardener Training is planned for January 2021. Master Gardener volunteers are ready to start Office Clinics and Farmers Market. Master Gardeners put more than 500 volunteer hours in each year. This year may be busy with early unseasonable warm weather and then Snow and cold plus other weather-related challenges.

*Master Food Preserver Volunteers* are available to help local residence safely preserve food. The office, as always, are available to annually test canning gages (recommended) plus any new canning gauges (recommended).

Agriculture Programs

Paul Carter, WSU Extension Director in Columbia County helps support agriculture in our county until we can rehire a Regional Specialist. We provided Last Chance Pesticide Credits on December 4 with more than 40 attendees. The Cereal Grain Conference was held January 14 with more than 50 producers attending the all-day event.

Women in Agriculture was held on January 25<sup>th</sup>. This one-day gathering takes place simultaneously at 31 locations throughout Washington, Idaho, Oregon, Montana and Alaska including Walla Walla.

The 2020 crop tour season will soon be starting and provides opportunities to view field trials and interact with Washington State University personnel and others about cereal varieties and crop management practices. Cereal breeders, extension agronomists, plant pathologists, and other scientists will be presenting information at various events. Paul Carter (Columbia County Extension Director) will answer questions at the local Cereal Grain Tours in June showcasing new wheat varieties and crop management practices. Legume Tour (peas, lentils, and chickpeas) may be held this year.

**2020 County Budget**

The annual agreement with WSU will need to be updated for 2021 so I can include in my County budget request for 2021. WSU will allow a two-year budget if that is helpful. On track with 2020 Budget for this year, always looks like we haven't spent 50% by June 30 because we spend more money from fair time through November.

**Hort Board – Apple Maggot and Brown Marmorated Stink Bug**

Horticulture Pest and Disease Control Board will still focus on Apple Maggot and Brown Marmorated Stink Bug. We have had some complaints about Spotted Winged Drosophila.

**Schedule:**

April 11-13 – WEASA Conf., Okanogan WA - canceled

April 28-29 – Sick Leave, Seattle

May 21-27 – Annual Leave, Saginaw MI

July 3-10 – Annual Leave, local

July 14 - 16 – WSU Youth & Family Unit Promotion/Tenure Meetings, Wenatchee

October 18-23 – NAE4HA Conference, Boise ID

November 16-18 – WSAC/Extension Conference, Renton

**12:00 RECESS**

**1:30 COUNTY COMMISSIONERS**

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

**- A D J O U R N -**

*Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.*

*Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.*