

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, NOVEMBER 2, 2020

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

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

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

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

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

10:00 A.M. COUNTY COMMISSIONERS

Chairman Tompkins

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

e) Action Agenda Items:

- 1) Review submitted Employee Payroll Action Forms
- 2) Review warrant list

f) Consent Agenda Items:

- 1) Resolution _____ - Minutes of County Commissioners' proceedings for October 26 and 27, 2020
- 2) Resolution _____ - Updating appointments to the Walla Walla Solid Waste Advisory Committee
- 3) Resolution _____ - Updating appointments to the Lodging Tax Advisory (LTAC) Committee
- 4) Resolution _____ - Setting a date of public hearing to consider adoption of the 2021 County Budget

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF UPDATING
APPOINTMENTS TO THE WALLA
WALLA COUNTY SOLID WASTE
ADVISORY COMMITTEE

RESOLUTION NO. 20

WHEREAS, pursuant to RCW 70.95.165, counties shall establish a solid waste advisory committee to assist in the development of programs and policies concerning solid waste handling and disposal and to review and comment upon proposed rules, policies or ordinances prior to their adoption; and

WHEREAS, pursuant to Walla Walla County Resolution 08 177, Walla Walla County and the City of Walla Walla entered into an Interlocal Agreement for the Continued Coordination of Regional Pollution Prevention and Waste Prevention Programs Between the City of Walla Walla and Walla Walla County to provide for the continued implementation of the 1994 Walla Walla County Solid Waste Management Plan and Moderate Risk Waste Management Plan, and various related local and regional pollution prevention and waste prevention programs; and

WHEREAS, pursuant to past Walla Walla County resolutions, appointments to the Solid Waste Advisory Committee (SWAC) have been continually updated, and

WHEREAS, Kevin Tureman, former Program Manager for Environmental Health for Walla Walla County, was appointed to the SWAC pursuant to Walla Walla County Resolution 17 281, and reappointed to same via Walla Walla County Resolution 20 ; and

WHEREAS, Kevin Tureman left the County's employment on October 28, 2020, and it has been requested that Stacy Cutter fill the vacant appointment on behalf of the Environmental Health Program Manager for Walla Walla County; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that Stacy Cutter shall be formally appointed to fill Kevin Tureman's position on the Walla Walla County Solid Waste Advisory Committee, representing the Walla Walla County Board of Commissioners, with said term effective November 2, 2020 through December 31, 2020.

*Passed this 2nd day of **November, 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 APPOINTMENTS TO
THE WALLA WALLA COUNTY
LODGING TAX ADVISORY
COMMITTEE**

RESOLUTION NO. 20

WHEREAS, pursuant to RCW 67.28.1817 and Walla Walla County resolution 99 140, the Walla Walla County Lodging Tax Advisory Committee was appointed; and

WHEREAS, pursuant to Walla Walla County resolution 05 340, said committee was reactivated and has been acting in an advisory status, with the membership reviewed annually by the Board of County Commissioners, as the appointing authority, pursuant to statute; and

WHEREAS, also pursuant to statute, said committee shall consist of at least five members, appointed by the Board of County Commissioners of Walla Walla County, as the legislative body of the municipality; and

WHEREAS, membership on said committee shall include: a) at least two members who are representatives of businesses required to collect tax under RCW 67.28, and b) at least two members who are persons involved in activities authorized to be funded by revenue received under RCW 67.28, as well as c) an elected official of the municipality (county), said official to serve as chair of the committee; and

WHEREAS, Tara Luthy, a member representing a business required to collect the tax, and Walt Gobel as a person involved in activities authorized to be funded by the tax, resigned from said committee; and

WHEREAS, applications to fill the respective vacancies have been received from Randy Hinchliffe, representative of City of Waitsburg, which entity is and has been involved in activities authorized to be funded by said tax, and M. Brent White, as a representative of a business required to collect said tax; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that Randy Hinchliffe and M. Brent White shall be appointed to serve on the Walla Walla County Lodging Tax Advisory Committee, effective immediately.

*"Passed this 2nd day of **November, 2020** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE TO CONSIDER
ADOPTION OF THE 2021 WALLA
WALLA COUNTY BUDGET

}

RESOLUTION NO. **20**

BE IT RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to RCW 84.52.070 a public hearing to consider adoption of the 2021 Walla Walla County Budget shall be set for Monday, December 7, 2020, at the hour of 10:00 a.m., or as close thereto as possible, in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla.

Remote public participation and testimony will be allowed via Webex and telephone. Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board.

BE IT FURTHER RESOLVED that copies of said budget shall be available from the office of the Walla Walla County Auditor or the county website.

*Passed this 2nd day of **November, 2020** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

COUNTY COMMISSIONERS (continued)

f) Consent Agenda Items (continued):

- 5) Resolution _____ - Setting a date of public hearing to consider adoption of the 2021 Walla Walla County property tax levies
- 6) Resolution _____ - Approving Contract # SC-107452 Modification #001 between Track Group for professional services
- 7) Payroll action and other forms requiring Board approval

g) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: 4050721 through 4050732 totaling \$85,391.60 (payroll draws dated October 15, 2020); 4050831 through 4050862, totaling \$964,335.84 (October payroll); 4224035 through 4224063 totaling \$1,106,647.51 (benefits and deductions)
- h) Miscellaneous business to come before the Board
 - i) Review reports and correspondence; hear committee and meeting reports
 - j) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE TO CONSIDER
ADOPTION OF THE 2021 WALLA
WALLA COUNTY PROPERTY
TAX LEVIES

}

RESOLUTION NO. **20**

BE IT RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to RCW 84.52.070 a public hearing to consider adoption of the 2021 Walla Walla County property tax levies shall be set for Monday, November 23, 2020, at the hour of 10:00 a.m., or as close thereto as possible, in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla.

Remote public participation and testimony will be allowed via Webex and telephone. Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board.

BE IT FURTHER RESOLVED that copies of said levies shall be available from the office of the Walla Walla County Auditor or the county website.

*Passed this 2nd day of **November, 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 APPROVING
CONTRACT MODIFICATION #SC-
107452 MODIFICATION #001 WITH
TRACK GROUP

}

RESOLUTION NO. **20**

WHEREAS, Walla Walla County Department of Corrections, has been offered a contract modification with Track Group for electronic home monitoring services; and

WHEREAS, the modified contract 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 contract was submitted to the County Prosecuting Attorney's office and Risk Manager for review; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Contract Modification #SC-107452 Modification #001, and authorize County Director of Corrections, Norrie Gregoire, to sign the same.

*Passed this 2nd day of **November, 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*

**PIERCE COUNTY, WASHINGTON
5501 Sixth Avenue
Tacoma, WA 98406**

CONTRACT MODIFICATION

Date: October 23, 2020

Contract Number: SC-107452

Modification Number: 001

Issued By: Pierce County
Department of Purchasing
950 Fawcett Avenue, Suite 100
Tacoma, WA 98402

Contractor: Track Group
200 E. 5th Avenue, Suite 100
Naperville, IL 60563

Commodity: Professional Services

Description of Modification:

Effective November 1, 2020, the entity listed below shall become an additional user for contract SC-107452, in accordance with "Clause 30. Cooperative Purchasing" therein, with all scope of work, terms and conditions conveyed therein in total:

Walla Walla County Court Services
455 W. Rose Street
P.O. Box 1754
Walla Walla, WA 99362
Phone: 509-524-2800

The following shall also be added specific to the agreement between Track Group and Walla Walla County Court Services:

- EMPOWER Domestic Violence Application will be offered at \$2.00/day.
- BACtrack Alcohol Monitoring Device will be offered at \$3.50/day.
 - o Consumable Replacement Costs shall be:
 - BACtrack Replacement Device: \$130.00
 - Additional BACtrack Mouthpieces: \$5.00 each (2 free mouth pieces come with each device)
 - Additional BACtrack Charging Cords: \$2.00 each.

Except as provided herein, all terms and conditions of Contract SC-107452 dated April 22, 2020 remain in full force and effect, and equally applicable to Walla Walla County Court Services, as though all references to Pierce County were to Walla Walla County Court Services.

CONTRACTOR:

PURCHASING AGENCY:

BY:	BY:
PRINTED NAME: Derek Cassell	PRINTED NAME: Norris Gregoire
TITLE: Chief Executive Officer	TITLE: Director of Corrections/Walla Walla Juvenile Court Administrator
DATE:	DATE:



PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. SC-107452

Track Group, Inc., hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

General Conditions	pages 2 to 6
Exhibit A (Scope of Work)	pages 7 to 7
Exhibit B (Compensation)	pages 8 to 8
Exhibit C (Contract Compliance)	pages 9 to 12
Exhibit D (any Special Provisions)	pages 13 to 14

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein.
Term of Agreement: May 1, 2020 through April 30, 2021, unless terminated or renewed elsewhere in the Agreement. This agreement may be renewed for up to four additional one-year increments.

Maximum consideration for the initial term of this Agreement shall not exceed \$60,000.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 15, 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, on the day and year last specified below.

CONTRACTOR:

Track Group
Name
Derek Cassell
Digitally signed by Derek Cassell
Date: 2020.04.20 15:12:16 -05'00'

Signature

Chief Executive Officer
Title of Signatory Authorized by Firm Bylaws

200 E. 5th Avenue Suite 100
Mailing Address

Naperville, IL 60563
City, State, Zip

PIERCE COUNTY:

Approved as to legal form only:
Mike Sommerfeld
Digitally signed by Mike Sommerfeld
Date: 2020.04.20 16:31:48 -07'00'

Deputy Prosecuting Attorney Date

Approved:

Finance
TJ Bohl
Digitally signed by TJ Bohl
Date: 2020.04.20 14:37:53 -07'00'

Department Director Date

Pierce County Executive (\$250,000 or more) Date

CONTACT INFORMATION

	Contractor	Pierce County Department	Pierce County Purchasing Agent
Name	Matthew Swando	TJ Bohl	Kenneth L. Matthews
Title	VP of Global Sales	Court Administrator	Purchasing Agent
Phone	877-260-2010 x 4033	253-798-7988	253-798-7456
Cell	303-638-6560	253-298-5687	
Fax		253-798-7878	253-798-6699
Email	Matthew.swando@trackgrp.com	tj.bohl@piercecountywa.gov	ken.matthews@piercecountywa.gov
Address	200 E. 5 th Avenue, Suite 100 Naperville, IL 60563	5501 Sixth Avenue Tacoma, WA 98406	950 Fawcett Ave, Suite 100 Tacoma, WA 98402

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 Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), 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."

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.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

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 Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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 and 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 is 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 Contracting Officer. 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 3 years after contract termination, and shall make them available for such review, within Pierce 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 had 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 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 agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

15. Industrial Insurance Waiver

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

16. 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 Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, 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 payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

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 fulfill such a commitment shall render the Contractor liable for damages to the County. 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. Contractor 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 Contracting Officer or 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 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 any 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 the 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 Pierce 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. 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 department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett, Tacoma, WA 98402. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances 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.

26. 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.

27. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, and 28, 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. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

EXHIBIT "A"
(SCOPE OF WORK)

The Scope of Work is encompassed in the following documents, which are incorporated herein by reference:

1. Pierce County Request for Proposal Number 19-163: Electronic Home and Curfew Monitoring Services to Juvenile Offenders; and
2. Track Group's Responsive Proposal dated January 14, 2020 to Pierce County Request for Proposal Number 19-163: Electronic Home and Curfew Monitoring Services to Juvenile Offenders

Insurance requirements for this Contract are as follows:

14. Insurance Requirements

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$1,000,000.
<u>Commercial General Liability</u>	Commercial General Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name Pierce County as an additional insured on all general liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A thirty (30) Calendar Day written notice shall be given to Pierce County prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402."

EXHIBIT "B"
(COMPENSATION)

	ACTIVE UNITS 1-20	ACTIVE UNITS 21-40	ACTIVE UNITS 41-60	ACTIVE UNITS 61+
Shadow GPS Device	\$3.60	\$3.50	\$3.40	\$3.30
ReliAlert GPS Device	\$3.70	\$3.60	\$3.50	\$3.40
InTouch Virtual Supervision/Monitoring App	\$1.50	\$1.50	\$1.50	\$1.50
Shelf Allowance (# of Units)	15	15	15	15
Daily Fee for Overstock (above free spare allowance)	\$1.00	\$1.00	\$1.00	\$1.00
% Lost and Damaged Allowance	10%	10%	10%	10%
CONSUMABLES AND REPLACEMENT COSTS				
Shadow Device	\$500			
ReliAlert Device	\$975			
Shadow Straps	\$3.00			
ReliAlert Flex Straps	\$15.00			
Optional Steel CUFF (for ReliAlert device only)	\$45.00			
RF Beacon (Optional)	\$105			
Extra Shadow AC Adaptor	\$6.00			
Extra Shadow Charging Cables	\$3.00			
Extra ReliAlert Charger + Breakaway Cable	\$11.00			
Extra Breakaway Cables Only	\$5.50			

EXHIBIT "C"
CONTRACT COMPLIANCE for PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
Revised 3/10

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at www.co.pierce.wa.us/cfapps/edocs/viewdocuments.cfm?did=95668&dnum.

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify.

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of Pierce

As an authorized representative of the firm of Track Group, Inc, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: **Derek Cassell**
Digitally signed by Derek Cassell
Date: 2020.04.20 15:13:02
-05'00'

DATE: _____

TITLE: Chief Executive Officer

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The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

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I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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Derek Cassell
Digitally signed by Derek Cassell
Date: 2020.04.20 15:13:02
-05'00'

BY: _____ DATE: _____

TITLE: Chief Executive Officer

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

☒ **Our firm will perform all contracted scope of work tasks.**

☐ **Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)
N/A	N/A	N/A	N/A

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: **Derek Cassell** Digitally signed by Derek Cassell
Date: 2020.04.20 15:13:27
-05'00' DATE: _____

TITLE: Chief Executive Officer

PHONE: 877-260-2010

Revised (6/99)

PERSONNEL WORKFORCE DATA FORM

FIRM NAME Track GroupADDRESS 200 E. 5th Avenue Suite 100CITY, STATE, ZIP Naperville, IL 60563PHONE 877-260-2010PROJECT Electronic Home and Curfew Monitoring Services to Juvenile Offenders

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED Electronic Monitoring

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management	5	0	1	0	0	0	0	0	1	0	0	0	0	0
Professionals	12	4	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	6	0	1	0	0	0	0	0	0	0	1	0	0	0
Administrative	17	32	10	9	0	0	0	0	7	6	3	3	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	40	36	12	9	0	0	0	0	8	6	4	3	0	0

EXHIBIT D
SPECIAL PROVISIONS

Pierce County ("Customer") and Track Group ("Provider") further agree that:

1. Non-Disclosure of Proprietary Information. Customer acknowledges that it may obtain or have access to confidential and proprietary information of Provider that is the sole and exclusive property of Provider or other entities or persons affiliated with Provider in connection with the provision of the Equipment and Services described herein ("Proprietary Information") pursuant to the terms of this agreement. Provider agrees to clearly identify any information that Provider deems proprietary. Customer agrees to keep all such Proprietary Information confidential as permitted by law, including any judicial order, and to limit its use only in connection with the terms of this Agreement or as required by law. Customer expressly agrees that Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written notification to Provider at the contact address provided in this agreement. Provider acknowledges that Customer is a local government agency subject to the disclosure requirements of the Washington State Public Records Act, as well as judicial process in criminal and civil proceedings which may be related to services that are the subject of this agreement. If Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, Customer agrees that it shall provide Provider with written notice upon receipt of any such request to enable Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Customer shall unless prohibited by law, at the request of Provider, either destroy or promptly deliver to Provider all Proprietary Information, including all documents or other media containing Proprietary information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of Customer, and Customer shall certify to Provider that Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 1 shall survive the expiration or termination of this Agreement unless otherwise prohibited by law.
2. Case Selection. Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client; (b) be responsible for all liaison work with the involved courts and/or agencies; (c) identify and make available Customer staff and/or equipment that complies with Provider's policies as in effect from time to time, in order to use and access the Monitoring Services, including, without limitation with respect to Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of Provider notification of Alert Conditions to Customer; (d) perform or oversee Client orientation, installation and de-installation of Equipment and overall compliance with Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Client equipment use guidelines; (e) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy; (f) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged Equipment or consumables as outlined in this Agreement; and (g) provide to Provider the required information and parameters for monitoring each Client, including, without limitation, each Client's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring the Equipment when located on a Client, including, without limitation, data entry and data storage of all such Customer specified information into Provider's computer system.
3. Consents. Customer shall ensure it has obtained the necessary consent, in writing, of all persons to be monitored with the Equipment and Services, in a manner sufficient under such applicable laws, or in the alternative, a judicial order or requirement regarding such monitoring, prior to the installation of any of the Equipment on or use of Services by clients. Customer shall produce to Provider such consents upon the reasonable request of Provider. Customer shall indemnify and hold Provider harmless from any and all costs and expenses related to any installation or monitoring of any individual without the requisite consent.

4. Equipment Usage. Customer acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove the Equipment by unauthorized means, and that Provider expressly disclaims any and all liability for any harmful, tortious, or illegal acts committed by such a Client while using the Equipment, as well as any liability for any acts committed by a Client who removes the Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of the Equipment and Monitoring Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Provider harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, including those listed in this section 4, by Client or any other third party against Provider. The provisions of this Section 4 shall continue to be in force even after the expiration of the Term.

DESCRIPTIONS (Continued from Page 1)

The General Liability and Auto Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and Pierce County only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability and Auto Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract.

Umbrella follows form.

The General Liability, Auto Liability and Excess Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Elaine Shellstrom PHONE (A/C, No, Ext): 312 442-7200 E-MAIL ADDRESS: Elaine.Shellstrom@usi.com FAX (A/C, No): 610 362-8900															
INSURED Track Group, Inc. 200 E 5th Avenue, Suite 100 Naperville, IL 60563		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B: Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: National Fire Insurance Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D: Valley Forge Life Insurance Company</td> <td>70211</td> </tr> <tr> <td>INSURER E: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Travelers Property Cas. Co. of America	25674	INSURER C: National Fire Insurance Co. of Hartford	20478	INSURER D: Valley Forge Life Insurance Company	70211	INSURER E: Transportation Insurance Company	20494	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PO Ded:5000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CA00003786601	03/31/2020	03/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>		6057537710	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		ZUP31M9506820NF	03/31/2020	03/31/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	6057043119	03/31/2020	03/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6057043122 (CA)	03/31/2020	03/31/2021	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Excess General Liability		GX00000312301	03/31/2020	03/31/2021	Each Loss \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Policy:

Insurance Carrier, NAIC: Admiral Insurance Company, 24856

Policy #: EO00000513401

Policy Term: 3/31/2020 to 3/31/2021

Limit of Liability: \$1,000,000 each claim; \$1,000,000 aggregate

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Walla Walla County Court
 Services
 455 W. Rose Street
 PO Box 1754
 Walla Walla, WA 99362

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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a) **Consent Agenda Item:**

- 1) Resolution _____ - Setting
a hearing date for the 2021 Mill
Creek Flood Control Zone District
Assessment

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE FOR THE 2021
MILL CREEK FLOOD CONTROL
ZONE DISTRICT ASSESSMENT

RESOLUTION NO. **20**

WHEREAS, the Mill Creek Flood Control Zone District was created to control flooding within its established limits; and

WHEREAS, there is a continuing need to maintain and repair the levees and flood control structures within the district; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners, acting as the Supervisors of the Mill Creek Flood Control Zone District, that a public hearing be held in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington at 10:15 A.M., on Monday, November 23, 2020 to consider the 2021 Assessment for the Mill Creek Flood Control Zone District. Those participating at said hearing may testify for or against the proposed application. Remote Public Participation and testimony will be allowed via Webex and telephone. Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board at 509-524-2505 in advance of the hearing. Written testimony, which will be made a part of the record, may be sent to: Walla Walla County Commissioners, P.O. Box 1506, Walla Walla, WA 99362.

*Passed this 2nd day of **November, 2020** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

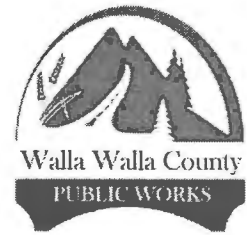
Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

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



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 28 October 2020

Re: Director's Report for the Week of 26 October 2020

Board Action: 2 November 2020

Resolutions:

**In the Matter of Setting a Hearing to Consider the 2021 Mill Creek
Flood Control Zone District Assessment**

ENGINEERING:

- Seven Mile Bridge: Temporary bridge is open to traffic.
- Drumheller Bridge: Working on bridge design.
- Wallula Ave./Gose Street Roundabout: Working on geometric design.
- Blue Creek Bridge/Mill Creek FH: Project complete.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on right of way acquisition.
- PL-8499 Mill Creek Levee Rehabilitation: Corps will award sole-source bid contract on the 6th of November. The Corps will manage the project and the work is scheduled to begin on the 30th of November. Current project cost estimate is \$1.7 million.

MAINTENANCE/FLEET MANAGEMENT:

- South crews blading roads, cleaning culverts, and installing a dry well on Snyder Rd.
- North crews cleaning ditches, blading roads.
- Garage working on routine maintenance and prepping equipment for winter.

ADMINISTRATION:

- Continue to work with the Federal Emergency Management Agency (FEMA) and the Federal Highway Administration (FHWA) to continue to receive reimbursement from our flood recovery projects.
- Working with Commissioner Kimball to incorporate the fleet from Fairgrounds into ER&R.
- Mill Creek Flood Control Zone District – proposing to increase the yearly assessment in order to help us pay for the County's portion of the GI Study's design and construction costs.
- Continue to follow our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.

10:30

COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice

- a)** Department update and miscellaneous

10:45

HUMAN RESOURCES/RISK MANAGER

Shelly Peters

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

a) Consent Agenda Items:

- 1) Resolution _____ - Authorization for out of state travel for Walla Walla County Sheriff's employees (Gifford and Maas)
- 2) Authorize Chair to sign personal services agreement between Trinity Tactical Consulting LLC/Wayne Dubois and Walla Walla County to provide training

b) Office update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
AUTHORIZATION FOR OUT OF
STATE TRAVEL FOR WALLA
WALLA COUNTY SHERIFF'S
EMPLOYEES (GIFFORD AND
MAAS)



RESOLUTION NO. **20**

WHEREAS, the Walla Walla County Sheriff's Office has requested approval for out of state travel for Sergeants Kevan Gifford and Kevan Mass to travel to Albany Oregon to attend the FBI – LEEDA Supervisor Leadership Institute, on November 16-20, 2020; and

WHEREAS, said training will benefit the citizens of Walla Walla County; and

WHEREAS, pursuant to County policy, an Employee Travel Authorization form has been submitted for review and consideration; now therefore

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

BE IT FURTHER RESOLVED that additional time required to travel to and from said training, if necessary, is also approved.

*Passed this 2nd day of **November, 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*



Mark A. Crider
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

Sheriff's Office (509) 524 - 5400
Fax (509) 524 - 5480
Dispatch (509) 527 - 3265
Toll Free (866) 527 - 3268
Email: sheriff@co.walla-walla.wa.us

Joe Klundt Undersheriff
Richard L. Schram Chief Criminal Deputy
Ron Varner Chief Civil Deputy

Memorandum

Date: October 26, 2020

To: Board of County Commissioners

From: Mark Crider, Sheriff

A handwritten signature in black ink, appearing to read "Mark A. Crider", is written over the "To:" and "From:" lines of the memorandum.

RE: Out of state travel: Kevan Gifford and Kevan Maas

Sergeant Gifford and Sergeant Mass are requesting travel to FBI – LEEDA Supervisor Leadership Institute, in Albany, Oregon on November 16-20, 2020. The Supervisor Leadership Institute (SLI) is part one of the three-step leadership series that makes up the FBI-LEEDA Trilogy. Both Sergeants are looking for quality leadership training to assist them with their transition into their new roles and FBI-LEEDA has proven to provide that through their SLI trainings. While targeting to first-line supervisors, the SLI course is suitable for all police leaders – sworn and civilian. SLI students will be engaged in such topics as credibility, discipline, liability, overcoming team dysfunction, and leadership styles. They will complete a DISC leadership assessment.

FBI-LEEDA instructors are current or former command-level law enforcement leaders who have not only extensive leadership experience, but a passion for teaching.

The following topics are covered in the Supervisor Leadership Institute:

- Defining leadership, generational effects of leadership, leadership as a lifestyle, leadership traits
- Building credibility, organizational credibility
- Four pillars of discipline, immunity, alleviating team dysfunction
- Participants will complete a DISC assessment of their personal leadership style

Recommendation:

The Walla Walla County Board of Commissioners approve this out of state travel request.

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request 10/26/2020

Employee Attending: Kevan Gifford + Kevan Maas	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
	<input type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input checked="" type="checkbox"/> County Vehicle	\$
	<input type="checkbox"/> Private Vehicle _____ miles @ _____	\$
Meeting/Training: Start time/date: 11/16/20 8:00A End time/date: 11/20/20 5pm	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$
Location: City: Albany State: OR	Lodging	
Title of Meeting/Training: Supervisor (Attach agenda/training brochure) <i>Leadership Institute</i>	5 night(s) @ \$ 94.00	\$ 539.41
Departure Date: 11/15/20 Time: unknown	Meals	
Return Date: 11/20/20 Time: "	Breakfast(s) 5 @ \$ 13.-	\$ 65.00
	Lunch(s) 4 @ \$ 14.-	\$ 84.00
	Dinner(s) 6 @ \$ 23.-	\$ 138.00
Place of Lodging: Comfort Suites	Registration/Tuition	
	Cancel Date: 695 x 2 =	\$ 1390.-
Phone Number:	Total Expenses	
	\$ 2216.-	

Credit Card Use: ☐ Yes ☒ No Date Needed: _____

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

Signature of Employee _____ Date: _____

Recommended: ☐ Yes ☐ No

See Attached _____ Date: _____
 Supervisor Signature

Out-of-State Travel: ☐ Yes ☐ No
 (Attach Resolution)

Approved: ☐ Yes ☐ No
Mark A. Cecil _____ Date: 10/26/2020
 Elected Official/Department Head



WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

Mark A. Crider
Sheriff

TRAINING REQUEST FORM

*******COURSE INFORMATION*******

NAME: Kevan Gifford SID# DATE: 09/26/2020

COURSE TITLE: FBI-LEEDA - Supervisor Leadership Institute COURSE # SLI - Albany
(course description must be attached)

DATE & TIME: 11/16/20 @ 0800 # OF HOURS: 40

LOCATION: Albany Police Department 2600 Pacific Blvd SW Albany, Oregon 97321

PREREQUISITES: Yes LIST: First Line Supervisor
(yes or no)

JUSTIFICATION FOR TRAINING: Elective courses/ education credits.

NAMES OF OTHER STAFF ATTENDING: Sgt. Kevan Maas

Course Registration
10/7/20

Hotel Accommodations
10/7/20

*******SHIFT COVERAGE*******

COVERAGE NEEDED? No WHO WILL COVER? n/a

*******COST OF TRAINING*******

PER DIEM PAID? yes REGISTRATION FEE: \$695

MEALS NEEDED? B x 5, L x 6, D x 6 LODGING NEEDED? yes, 5 nights
(# of breakfasts, lunches & dinners) (# of nights)

TRANSPORTATION? Yes, county motor pool vehicle.
(county or private vehicle)

*******ROUTING*******

SUPERVISOR'S SIGNATURE: _____ APPROVED? _____ DATE: _____

COMMENTS: _____

CHIEF DEPUTY SIGNATURE: *[Signature]* APPROVED? X DATE: 10/2/2020

COMMENTS: Satisfies Elective Credits for CLC

SHERIFF'S SIGNATURE: *[Signature]* APPROVED? yes DATE: 10/5/2020

COMMENTS: _____

**** REQUESTS ARE TO BE ROUTED EVEN WHEN DENIED ****

WWSO TRAINING REQUEST FORM 04/2015



WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

Mark A. Crider
Sheriff

Sheriff's Office	(509) 524 - 5400
Fax	(509) 524 - 5480
Dispatch	(509) 527 - 3265
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email:	sheriff@co.walla-walla.wa.us

Joe Klundt	Undersheriff
Richard L. Schram	Chief Criminal Deputy
Ron Varner	Chief Civil Deputy

Memorandum

Date: October 28, 2020

To: Board of County Commissioners

From: Richard Schram, Chief Criminal Deputy

RE: Personal Service contract with Trinity Tactical Consulting/Wayne Dubois

Wayne Dubois, the owner of Trinity Tactical Consulting (TTC), is the current Undersheriff of Flathead County Montana. He is a retired Police Sergeant from Richland Police Department, in Washington State, who is a proven SWAT tactics instructor who effectively transfers his knowledge and skills to students. We have partnered with him for years through his instruction at Washington State Criminal Justice Training Commission's SWAT basic academy, his leadership as the president of the Washington State Tactical Officers Association, and the team leader for Tri-Cities Regional SWAT; our team's big brother. TTC provides leadership & organizational consulting & training for LE tactical teams, expert witness and testimony, and emotional Intelligence coaching. Undersheriff Dubois holds numerous certifications and has many years of specialized law enforcement tactical training. He is nationally known for his accomplishments and teaches with the National Tactical Officer's Association as well.

These training days, November 17th and 18th, have been specifically designed for our regional SWAT team to enhance their skills as responders to our community and our neighboring communities, through MOUs, highest profile critical incidents. This specialized training is a much-needed update for our team due to restrictions we have been working around during COVID. A professional biography for Undersheriff DuBois is attached.

Recommendation:

The Walla Walla County Board of County Commissioners approve the personal service contract with TTC for these upcoming Walla Walla Regional SWAT training days.

A handwritten signature in black ink, appearing to read "R. Schram", is written over a horizontal line.

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315

trinitytactical@yahoo.com

QUALIFICATIONS

A police executive with more than 24 years of law enforcement experience and active SWAT team member for over 22 years. Prior to law enforcement, served 4 years on active duty as a ground surveillance systems operator in the U.S. Army, including deployment to Southwest Asia for 6 months during Operation Desert Shield/Storm. Currently a patrol Sergeant at the Richland Police Department and Team Leader for the Tri-City Regional SWAT Team (2005 to present). Named *SWAT Officer of the Year* and *Police Officer of the Year* by the Benton County Sheriff's Office. Articulate in communicating tactical strategies and procedures to others, including instructing in the Command Cadre for the National Tactical Officers Association (NTOA). Professional activities include serving as a Western Region Director for the National Tactical Officers Association. Have also had two published articles on SWAT procedures and operations in a national publication, "The Tactical Edge." Holds a M.A. in Executive Leadership from Liberty University. Has been certified as an instructor in the following SWAT related specialties:

Force Science Analyst Certification (Force Science Institute)
"Specialized" Instructor Certification (WSCJTC)
Instructor Development Instructor Cadre (WSCJTC)
Level I Control Tactics Instructor (WSCJTC)
Submachine Gun/Rifle Select Fire Instructor (Singleton International)
Chemical/NFDD/Less Lethal Instructor (NTOA & Sage International)
Pepperball Instructor (Pepperball Technologies)
Breaching Instructor (Operational Tactics)
Close Quarters Countermeasures Instructor (PPCT)
Combat Firearms Instructor Certification (PPCT)
Emotional Intelligence Coach (MHS)

PROFESSIONAL EXPERIENCE

Undersheriff

FLATHEAD COUNTY SHERIFF'S OFFICE

2019 to Present

KALISPELL, MONTANA

Report to the Sheriff. Responsible for management of 125 employees through 3 Division Commanders. Ensure effective operations for the office. In the absence of the Sheriff, manage all matters relating to the Sheriff's Office.

Western Region Director

NATIONAL TACTICAL OFFICERS ASSOCIATION

2017 to Present

SOMERS, MONTANA

Perform all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by the Bylaws. Appoint and remove, employ and discharge, and, except as otherwise provided in the Bylaws, prescribe the duties and fix the compensation of all officers of the Association. Supervise all officers, agents and employees of the Association to assure that their duties are performed properly. Meet at such times and places as are required by the Bylaws. Register their addresses with the Secretary of the Association, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315

trinitytactical@yahoo.com

Owner/Operator

TRINITY TACTICAL CONSULTING, LLC

2017 to Present

KENNEWICK, WASHINGTON

Provide leadership, tactical and organizational management and leadership consulting and training for law enforcement administrations, tactical teams, and provide expert witness and testimony, as well as emotional intelligence assessments and coaching.

Police Sergeant – Street Crimes Supervisor

RICHLAND POLICE DEPARTMENT

2014 to 2018

RICHLAND, WASHINGTON

Report to Patrol Lieutenant. Responsible for supervision and management of the Street Crimes Unit (SCU) during day-to-day operations.

WSTOA President

WASHINGTON STATE TACTICAL OFFICERS ASSOCIATION

2012 to 2017

WASHINGTON

Responsible for oversight and management of all association operations, including, but not limited to; training, consulting, and information services. Lead instructor for WSTOA SWAT Basic & Advanced Courses.

Police Sergeant – Patrol Supervisor

RICHLAND POLICE DEPARTMENT

2010 to 2014

RICHLAND, WASHINGTON

Report to Patrol Captain. Responsible for supervision and management of patrol squad during day-to-day operations.

Police Corporal

RICHLAND POLICE DEPARTMENT

2007 to 2010

RICHLAND, WASHINGTON

Report to Patrol Sergeant. Responsible for supervision of field units during day-to-day operations. Responsible for supervision and management of the patrol Squad when the Sergeant is not present. Further responsibility of establishing and maintaining squad level training.

Police Officer (Pro-active Anti-Crime Team)

RICHLAND POLICE DEPARTMENT

2006 to 2007

RICHLAND, WASHINGTON

Report to PACT Sergeant. Responsible for narcotics investigations, as well as investigation of “vice” crimes. Further responsibility for assisting patrol with special projects and in-progress events, routine checks of DOC offenders and Drug Court Participants, and service of warrants.

Police Officer (Patrol)

RICHLAND POLICE DEPARTMENT

2004 to 2006

RICHLAND, WASHINGTON

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315

trinitytactical@yahoo.com

Report to Patrol Sergeant. Responsibilities include the enforcement of laws, community care taking, and the apprehension of suspected criminals.

- Taught several "roll call" training sessions for assigned patrol squads that has increased effectiveness of operations.
- Instruct several classes during "department in-service" training in various psycho-motor and cognitive skills.
- Personally researched equipment for purchase as part of the 2005 Buffer Zone Protection Grant which netted nearly \$93,000 worth of equipment for the Richland Police Department Patrol, Bomb Squad and Regional SWAT Team.

SWAT Team Leader

TRI-CITY REGIONAL SWAT TEAM

2005 to Present

TRI-CITIES, WASHINGTON

Report to SWAT Team Commander. Responsible for supervision of 28 SWAT Officers during tactical operations. Also responsible for strategic planning for a multi-jurisdictional SWAT Team which includes setting expectations and standards for all team members, team goals, oversight of the training process for the team, and oversight of the budgetary process.

- Supervised over 400 high-risk tactical operations, to include hostage situations and barricaded suspects
- CNT Cadre Leader
- Designed the training system used by the Tri-City Regional SWAT Team from 2000 to 2012
- Selected as the 2000 "SWAT Cop of the Year"

Detective

BENTON COUNTY SHERIFF'S OFFICE

2002 to 2004

KENNEWICK, WASHINGTON

Report to Detective Lieutenant. Responsible for investigation of felony crimes in the Benton County Region as a member of the major crimes unit. Further responsible for pre-employment screening and investigation. Must be available for special assignments such as gang or other investigative task force.

Sheriff's Deputy

BENTON COUNTY SHERIFF'S OFFICE

1996 to 2002

KENNEWICK, WASHINGTON

Report to Patrol Sergeant. Responsibilities include the enforcement of laws, community care taking, and the apprehension of suspected criminals.

- Created a "roll call" training system at the patrol squad level that has increased effectiveness of operations.
- Instruct several classes annually during "roll call", quarterly, and "mini-academy" training in various psycho-motor and cognitive skills.

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315

trinitytactical@yahoo.com

-
- Personally researched and wrote a grant that obtained over \$15,000 worth of night vision equipment for the Benton County Sheriff's Office

Ground Surveillance Systems Operator
U.S. ARMY

1989 to 1993
FRANKFURT, GERMANY

Worked in a 3-soldier surveillance team to provide advance warning to cavalry and infantry units during combat operations. Responsibilities included basic and advanced soldier skills, operation of radar and sensor systems, operation of wheeled and tracked vehicles. Deployed to Saudi Arabia, Iraq, & Kuwait during operations Desert Storm

TEACHING EXPERIENCE

Tactical Commander Cadre Instructor
NATIONAL TACTICAL OFFICERS ASSOCIATION

2014 to Present
DOYLESTOWN, PENNSYLVANIA

Report to Director of Training and Education. Responsible for instruction of Tactical Commander I and II Courses at the annual National Tactical Officers Conference and at various venues nationwide. Additional responsibility for creating and updating command level course curriculum.

SWAT Tactics Instructor
TRI-CITY REGIONAL SWAT TEAM

2000 to Present
TRI-CITIES, WASHINGTON

Report to SWAT Team Training Coordinator. Responsible for planning, organizing, and coordinating all aspects of SWAT operations to team members. Training responsibilities include, but are not limited to, SWAT supervisory function as well as individual tools and techniques.

WSCJTC SWAT Basic & Advanced Instructor
WASHINGTON STATE TACTICAL OFFICERS ASSOCIATION

2002 to Present
WASHINGTON

Report to WSTOA President. Responsible for planning, organizing, and coordinating instruction of basic & advanced SWAT tactics to SWAT officers from around the Northwest. Have taught over 30 SWAT courses for WSTOA with a total of over 1200 SWAT officers trained

Use of Force/Tactics Instructor
RICHLAND POLICE DEPARTMENT

2005 to 2010
RICHLAND, WASHINGTON

Report to Training Captain. Responsible for planning, organizing, and coordinating instruction in patrol tactics and use of force for all personnel of the Richland Police Department.

Force Options Tactical Instructor
ENERGX/FORCE OPTIONS

2003 to 2007
RICHLAND, WASHINGTON

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315

trinitytactical@yahoo.com

Responsible for all tactical training programs. Duties included curriculum development, planning, organizing, coordinating, and instructing all SWAT and Patrol tactical courses.

WSCJTC Instructor Development Instructor

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

2002 to 2004

WASHINGTON

Report to Instructor Development Program Coordinator. Responsible for planning, organizing and coordinating instruction of adult learning principles and strategies to police officers from around the state.

Use of Force/Tactics Instructor

BENTON COUNTY SHERIFF'S OFFICE

2000 to 2004

KENNEWICK, WASHINGTON

Report to Training Lieutenant. Responsible for planning, organizing, and coordinating instruction in defensive tactics, use of force, and patrol tactics for all personnel of the Benton County Sheriff's Office.

Assistant Youth Teacher

TEMPLE BAPTIST CHURCH

1995 to Present

RICHLAND, WASHINGTON

Report to Youth Director. Responsibilities include instructing lessons to jr. high and high school students.

Personal Fitness Trainer

GOLD'S GYM

1993 to 1995

KENNEWICK, WASHINGTON

Instructed gym members in proper application of machines, free weights, and cardiovascular equipment. Additional responsibilities included creating aerobic and anaerobic training regimens for member's specific needs, as well as instruction in diet management and manipulation.

EDUCATION

High School Graduate
PROSSER HIGH SCHOOL

1989
PROSSER, WASHINGTON

Basic Training Graduate
UNITED STATES ARMY

1989
FT. LEONARDWOOD, MO

Ground Surveillance Systems School Graduate
UNITED STATES ARMY

1990
FT. HUACHUCA, AZ

Associates of Arts and Science, Criminal Justice
COLUMBIA BASIN COMMUNITY COLLEGE

1996
PASCO, WASHINGTON

Basic Law Enforcement Academy

1997

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315**trinitytactical@yahoo.com**

WSCJTC	BURIEN, WASHINGTON
Basic SWAT School WSCJTC	1998 FT. LEWIS, WASHINGTON
Field Training Officer Course WSCJTC	1999 KENNEWICK, WASHINGTON
Level 1 Control Tactics Instructor WSCJTC	2000 RICHLAND, WASHINGTON
Instructor Development Graduate WSCJTC	2001 RICHLAND, WASHINGTON
Coaching and Counseling for Supervisors WSCJTC	2003 RICHLAND, WASHINGTON
Submachinegun / Rifle Instructor SINGLETON INTERNATIONAL	2003 SEATTLE, WASHINGTON
Chemical/NFDD/Less Lethal Instructor NTOA	2003 RICHLAND, WASHINGTON
Tactical Team Leader Course COMBAT SHOOTING & TACTICS	2003 KENT, WASHINGTON
Pepperball Instructor / Armorer PEPPERBALL TECHNOLOGIES	2003 RICHLAND, WASHINGTON
Breaching Instructor OPERATIONAL TACTICS	2004 RICHLAND, WASHINGTON
Police Training Officer Program WSCJTC	2005 RICHLAND, WASHINGTON
WMD Tactical Operations LSU	2006 KENNEWICK, WASHINGTON
Advanced Hostage Rescue COMBAT SHOOTING & TACTICS	2006 RICHLAND, WASHINGTON
Bachelor of Science, Multi-Disciplinary Studies LIBERTY UNIVERSITY	2006 LYNCHBURG, VIRGINIA
Close Quarters Countermeasures Instructor PPCT	2007 RICHLAND, WASHINGTON

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315**trinitytactical@yahoo.com**

SWAT Supervision & Management IACP	2007 RICHLAND, WASHINGTON
First Level Supervision WSCJTC	2007 RICHLAND, WASHINGTON
Combat Firearms Instructor Certification PPCT	2008 RICHLAND, WASHINGTON
Barricaded Suspect Resolution FTF TACTICS	2008 RICHLAND, WASHINGTON
SWAT Supervision & Command Decision Making NTOA	2009 KENNEWICK, WASHINGTON
Leadership In The Shadows VIKING TACTICS	2009 BURIEN, WASHINGTON
Middle Management WSCJTC	2009 RICHLAND, WASHINGTON
Tactical Vision SNIPERCRAFT	2010 BURIEN, WASHINGTON
Tactical Planning for WMD Incidents LSU	2010 RICHLAND, WASHINGTON
Tactical Armored Vehicle Operations FTF Tactics	2011 RICHLAND, WASHINGTON
Leadership Seminars, NTOA Conference NTOA	2011 RICHMOND, VIRGINIA
Risk Management GORDON GRAHAM	2013 SPOKANE, WASHINGTON
Apprehending Fleeing Suspects & Search Team Tactics OFFICER TACTICS	2013 WALLA WALLA, WASHINGTON
Supervisory Liability & Use of Force DLG	2014 YAKIMA, WASHINGTON
Sage Less-Lethal Instructor Certification SAGE CONTROL ORDINANCE	2014 RICHLAND, WASHINGTON

Wayne K. DuBois

Owner, Trinity Tactical Consulting, LLC – 215 Westridge Dr., Somers, MT 59932

(509) 820-0315**trinitytactical@yahoo.com**

Canine/SWAT Integration Course	2014
INTEGRATED TACTICAL CONCEPTS	RICHLAND, WASHINGTON

SWAT Commander II	2014
NTOA	FORT LAUDERDALE, FLORIDA

Crisis Negotiations Techniques	2016
LAPD SWAT	LOS ANGELES, CALIFORNIA

Crisis Intervention Team	2016
WSCJTC	KENNEWICK, WASHINGTON

Emotional Intelligence Coach Certification	2016
MULTI-HEALTH SYSTEMS	TUCSON, ARIZONA

Counter-Terror Operations Planning	2017
DIRECT ACTION RESOURCE CENTER	KENT, WASHINGTON

Master of Arts, Executive Leadership	2017
LIBERTY UNIVERSITY	LYNCHBURG, VIRGINIA

Force Science Certification	2020
FORCE SCIENCE INSTITUTE	NASHVILLE, TENNESSEE

AWARDS & HONORS

SWAT Cop of The Year	2000
BENTON COUNTY REGIONAL SWAT TEAM	KENNEWICK, WASHINGTON

An award voted on by peers, based on your work and contribution to advancement of the SWAT team, above and beyond the normal responsibilities of your position.

Police Officer Of The Year	2001
BENTON COUNTY SHERIFFS OFFICE	KENNEWICK, WASHINGTON

Wa State General/Specialized Instructor Certification	2002
WSCJTC	BURIEN, WASHINGTON

Exemplary Performance Award	2003
BENTON COUNTY SHERIFFS OFFICE	KENNEWICK, WASHINGTON

Distinguished Service Commendation	2010
RICHLAND POLICE DEPARTMENT	RICHLAND, WASHINGTON

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Achievement Award

2016

RICHLAND POLICE DEPARTMENT

RICHLAND, WASHINGTON

Medal of Valor

2016

RICHLAND POLICE DEPARTMENT

RICHLAND, WASHINGTON

PERSONAL SERVICES AGREEMENT

Trinity Tactical Consulting LLC / Wayne Dubois, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 9), 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 include professional services related to presenting **Special Weapons and Tactics instruction** training on **November 17th and 18th, 2020**. The financial consideration for this agreement is **\$3,500.00** which includes travel, lodging, meals and all other unknown associated costs.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, 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 **2nd day of November, 2020**.

C O N T R A C T O R:

Firm Name:

Trinity Tactical Consulting
215 Westridge Drive
Somers, MT 59932

Taxpayer ID:

Signature

WALLA WALLA COUNTY:
Board of County Commissioners
By

Gregory A. Tompkins, Chairman

James K. Johnson, Commissioner

Todd L. Kimball, Commissioner

Sheriff Mark A. Crider

Approved as to Form Only:

Deputy 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 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 requires payments by County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated 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 County voucher system for the Contractor's service.

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.

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:**

Contractor is and shall be at all times during the term of this Agreement an 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 and 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.

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 Walla Walla 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 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 hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, 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. Industrial Insurance Waiver:

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

15. Venue and Choice of Law:

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

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. 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 fulfill such a commitment shall render the Contractor liable for damages to the County. 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.

19. 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.

20. 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.

21. **Ownership if Items Produced:**

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

22. **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 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 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.

23. **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 department head of the department for whom services are rendered, and to the Walla Walla 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 reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. **Severability:**

If any term or condition of this contract or the application thereof to any person(s) or circumstances 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.

25. **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.

26. **Survival:**

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, 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.

27. **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.
28. **Personal Property Furnished by the County:**
When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.
29. **Conversions:** Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.
30. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters:**
By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.
31. **Medical Treatment:** Contractor does hereby release and forever discharges the County from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Contract with the County. Contractor authorizes the County to act, in its/their best judgment, on Contractor's behalf in case of an emergency.
32. **Insurance:** Contractor shall have Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate. Contractor shall supply a certificate of insurance evidencing such coverage prior to training date.
33. **Assumption of Risk:** The Contractor understands that the Training may include activities that may be hazardous to the Contractor, including, without limitation, injuries which may occur as a result of (a) use of equipment or facilities which may malfunction or break, (b) the County's improper maintenance of any equipment or facilities, (c) the County's negligent instruction or supervision, (d) slipping and falling on the premises, (e) injury occurring during training scenarios.

Contractor hereby expressly and specifically assumes the risk of injury or harm in the Training and releases the County from all liability for injury, illness, death, or property damage resulting from the Training.

34. **Entire Agreement:** This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
35. **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.

11:15

DEPARTMENT OF COMMUNITY HEALTH

- a) COVID-19 update and miscellaneous**

Community Health Department
Update
November 2, 2020

- Vital Records Modernization effective January 1, 2021.
 - For increased security of personal information, only individuals with specific relationship to the person listed on birth certificate may receive a copy.
 - Additional staff time to complete transaction
 - Fee increase from \$20-\$25
 - Will need some type of contract/agreement with each Funeral Director
 - Change in billing/invoicing for funeral homes
- Beginning RFP Process for our .01% and Ad Valorem contracts for 2021.
- Aligning department staff to fall into in-house Incident Command Organizational Chart
 - Brining in Environmental Health Staff for Disease Investigations/COVID
 - Recruiting for an RN
- Grant received for outreach from Department of Health Consolidated Contract which will goes thru 2021 to give Spanish translation support for Facebook, website.
- Veterans Services – Due to COVID and limitations of staff we will be reviewing and proposing an extension to Wendy Cheng's contract for Veteran's Services.

11:30

COUNTY COMMISSIONERS

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

12:00

RECESS

- a) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

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

- A D J O U R N -

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

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