

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, SEPTEMBER 21, 2020

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

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

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

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

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

10:00

COUNTY COMMISSIONERS

Chairman Tompkins

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

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

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

e) Action Agenda Items:

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

f) Consent Agenda Items:

- 1) Resolution _____ - Minutes of County Commissioners' proceedings for September 14 and 15, 2020
- 2) Resolution _____ - Adopting revisions to the Walla Walla County Multi-Jurisdictional Hazard Mitigation Plan



Walla Walla County

Emergency Management Department

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

LIZ JESSEE
Director

PATRICK PURCELL
Coordinator

Memo

To: Board of Walla Walla County Commissioners
From: Liz Jessee
Date: September 16, 2020
Re: Hazard Mitigation Plan Revisions

I am requesting your adoption of revisions made to the 2018 Walla Walla County Multi-Jurisdictional Hazard Mitigation Plan (HMP).

The Federal Disaster Mitigation Act of 2000 requires local government agencies to develop and maintain an HMP in order to receive future mitigation project grant funds. Walla Walla County Emergency Management (EMD) acts as the lead agency for developing and maintaining the HMP. The City of Walla Walla requested incorporation of additional mitigation measures for the earthquake hazard and additional critical infrastructure and the City of Waitsburg requested EMD add mitigation measures for the flood hazard. These changes are outlined on the attached Record of Revisions.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
REVISIONS TO WALLA WALLA
COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN

RESOLUTION NO. **20**

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires local government agencies to develop and submit an hazard mitigation plan (HMP) in order to receive future mitigation project grant funds; and

WHEREAS, the County has knowledge and experience that certain natural and man-made hazards pose threats to lives and cause damages to property within Walla Walla County; and

WHEREAS, the County, led by Emergency Management Department, served as the lead agency in developing the HMP update and reached out to local, state, and federal agencies in an effort to conduct the most comprehensive planning effort possible; and

WHEREAS, the Cities of College Place, Prescott, Waitsburg and Walla Walla, the Mill Creek Flood Control Zone District, Walla Walla Conservation District and Walla Walla Public Schools joined with the County as active participants in the process; and

WHEREAS, the HMP revisions incorporated additional mitigation measures for the earthquake hazard and additional critical infrastructure on behalf of City of Walla Walla and additional mitigation measures for the flood hazard on behalf of the City of Watsburg; and

WHEREAS, the HMP update has been reviewed by all relevant departments, boards, committees and the Washington State Emergency Management Division; and

BE IT HEREBY RESOLVED that the Board of Walla Walla County Commissioners does hereby adopt the 2020 Revisions to the Walla Walla County Multi-Jurisdictional Hazard Mitigation Plan as shown on the attached Appendix C: Record of Revisions.

Passed this 21st day of September, 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*

APPENDIX C: RECORD OF REVISIONS

Section	Revision	Page	Date
Appendix C: Record of Revisions	Added	192	8/5/2020
Chapter 1, Subsection 1.7 Plan Updates, Mitigations and Prioritization, Chapter 12 Updates	<p>Added comments about new mitigations goals for the City of Walla Walla</p> <ul style="list-style-type: none"> • New goal of completing seismic upgrades to the above ground water storage tank connections (3) to create earthquake resistance. • New goal of replacing 22,000 linear feet of 24" water main due to age (1924) and material (steel riveted) that is highly susceptible to earthquake damage. 	14	8/5/2020
Chapter 12, Subsection 12.7 Earthquakes	Added new mitigation measures referenced in Chapter 1, Subsection 1.7 revision (page 14)	119	8/5/2020
Appendix A: Critical Facilities, Subsection 14.8 Utility Facilities	Added City of Walla Walla water towers and water transmission pipeline.	133	8/5/2020
Various locations throughout document	Walla Walla County updated their website; corrections made in the document to reflect new website address for Walla Walla County Emergency Management Department.		8/5/2020
Chapter 1, Subsection 1.7 Plan Updates, Mitigations and Prioritization, Chapter 11 Updates	<p>Added comments about new mitigation goal for City of Waitsburg.</p> <ul style="list-style-type: none"> • Improve flood monitoring and warning systems for Coppei Creek and the Touchet River, support installation of river gauge near Dayton on Coppei Creek, south of the city limits. This measure is continued in the 2018 plan. The 2010 plan contained a general project to "improve flood monitoring and warning systems." The Planning Team identified this mitigation measure as a specific project during the update and refined it to specify a particular location. 	13	9/1/2020
Chapter 11, Subsection 11.1 Flooding	Added new mitigation measures referenced in Chapter 1, Subsection 1.7 revision (page 14)	111	9/1/2020

COUNTY COMMISSIONERS (continued)

f) Consent Agenda Items (continued):

- 3) Authorizing Dave Maiden, Walla Walla County Noxious Weed Coordinator, to execute Interagency Agreement between Washington State Department of Agriculture and Walla Walla County and its Agent Walla Walla County Noxious Weed Control Board
- 4) Ratification of Chairman's approval of Amendment Number: A to Washington State Department of Commerce Local Government Division Community Capital Facilities Unit Coronavirus Relief Fund for Local Governments (Contract Number 20-6541C-036)
- 5) Payroll action and other forms requiring Board approval

g) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$_____
- 2) Proposal 2020 09-21 CARES
Approval of recommendations from the CARES Funding Team dated 9-16-20

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

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF AGRICULTURE
AND
WALLA WALLA COUNTY
AND ITS AGENT
WALLA WALLA COUNTY NOXIOUS WEED CONTROL BOARD**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Agriculture (WSDA) and Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board, funding for a project to survey for and control Common Crupina (*Crupina vulgaris*) within Walla Walla County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Walla Walla County through its agent, Walla Walla County Noxious Weed Control Board, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Agreement shall begin on September 15, 2020 and end on December 31, 2020, unless terminated sooner or extended by WSDA as provided herein through a properly executed amendment.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$5,000.00. Only reasonable costs identified in Attachment "A", incurred directly related to the Walla Walla County Common Crupina Survey and Control Project, will be reimbursed to Walla Walla County under this Agreement.

Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for service(s) shall be as set forth in accordance with the budget in Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

Walla Walla County shall submit properly completed invoices quarterly to the WSDA Agreement administrator. **Reference WSDA Contract Number K3088 on all invoices.** Payment to Walla Walla County for approved and completed work will be made by warrant or account transfer by WSDA within 30 days of receipt of the properly completed invoice. If Contractor does not have an invoice template to request payment, Contractor can request a copy of a Certified State Invoice Voucher (Form A-19) from WSDA. Upon expiration of the Agreement, any claim for

payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with 10 days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables. Or,
- d. Pursue such other alternative as the parties mutually agree to writing.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. Documents must also support performance and costs of any nature expended in the performance of this Agreement. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond, consistent with applicable laws. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSDA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

SUBCONTRACTING

"Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

Except as otherwise provided in the Agreement, the Contractor shall not subcontract any of the contracted services without the prior approval of the Agency. The Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Agreement shall not discharge Contractor from its obligations under this Agreement.

TERMINATION FOR CONVENIENCE

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

TERMINATION FOR CAUSE

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

CONFLICT OF INTEREST

WSDA may, by written notice to Walla Walla County, terminate this Agreement if it is found after due notice and examination by the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, that there is a violation of the State Ethics Law, chapter 42.52 RCW; chapter 42.23 RCW; or any similar statute involving Walla Walla County in the procurement of or performance under this Agreement. Unless stated otherwise, the signatory of this Agreement is the Director's designee.

In the event this Agreement is terminated as provided above, WSDA shall be entitled to pursue the same remedies against Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board, as it could pursue in the event of a breach of the Agreement by Walla Walla County or its agent, Walla Walla County Noxious Weed Control Board. The rights and remedies of WSDA provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Director of the Department of Agriculture, and/or the designee authorized in writing to act on the Director's behalf, makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

LICENSING, BONDING, INDUSTRIAL INSURANCE AND OTHER INSURANCE COVERAGE

Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board, shall ensure that all contractors hired to perform services under this Agreement shall comply with all applicable licensing and bonding requirements for the type of service to be performed, and with the provisions of Title 51, Industrial Insurance. Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board, shall also ensure that all contractors provide proof of an adequate amount of commercial general liability insurance coverage for the activities to be performed under any subcontract.

ORDER OF PRECEDENCE

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

- a. Applicable state and federal statutes and rules;
- b. Terms and conditions contained within this Contract;
- c. Plan of Work (Attachment A);
- d. Budget (Attachment B); and
- e. Any other provisions of the Agreement, including material incorporated by reference.

ASSIGNMENT

Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board, are responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. In no event shall the existence of any subcontract operate to release or reduce the liability of Walla Walla County and its agent, Walla Walla County Noxious Weed Control Board, to WSDA for any breach in the performance of Walla Walla County and its agent Walla Walla County Noxious Weed Control Board's duties.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

ALL WRITINGS CONTAINED HEREIN

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

CONTRACT MANAGEMENT

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

The Agreement administrator for WSDA is:

Greg Haubrich, Pest Program Manager
Washington State Dept. of Agriculture
Plant Protection Division
PO Box 42560
Olympia, Washington 98504-2560
(360) 902-2071
ghaubrich@agr.wa.gov

The Agreement administrator for Walla Walla County is:

Dave Maiden, Coordinator
Walla Walla County Noxious Weed Control
Board
328 W Poplar
Walla Walla, WA 99362
(509)- 524-2688
dmaiden@co.walla-walla.wa.us

All communications between the parties relating to this Agreement and any billings and payments will be directed to those persons. Either party may change administrators by notifying the other in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF WASHINGTON
DEPT. OF AGRICULTURE

WALLA WALLA COUNTY

By: _____	By: _____
Title: Assistant Director - Plant Protection Division _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A
Plan of Work
Walla Walla County
and its agent Walla Walla County Noxious Weed Control Board
Common Crupina Survey and Control Project
September 15, 2020 to December 31, 2020

County Control Criteria:

Walla Walla County through its agent, Walla Walla County Noxious Weed Control Board, will conduct survey and control of Common Crupina (*Crupina vulgaris*) located within Walla Walla County.

Minimum work specifications:

Walla Walla County staff and/or subcontractors will use an integrated weed management approach, in conjunction with the best management practices for the control of Common Crupina. All control methods will be employed consistent with the laws, rules and regulations of Washington State, Walla Walla County, the *Noxious Emergent Plant Management Environmental Impact Statement* (EIS) first published in November 1993, and all subsequent amendments to the EIS.

Walla Walla County, or subcontractors to Walla Walla County, must enter into a contract with WSDA under which Walla Walla County, or subcontractors to Walla Walla County, act as limited agents to carry out noxious and quarantine weed control for WSDA under the "Aquatic Noxious Weed Control National Pollutant Discharge Elimination System Waste Discharge General Permit" (NPDES permit) prior to the performance of any activity pursuant to this Agreement that discharges herbicides directly into streams or rivers, or indirectly into streams, rivers, estuaries, wetlands, along lake shorelines, or in other wet areas. Herbicide treatments may only occur at times allowed under provisions of the NPDES permit and must comply with conditions specified in such permit.

The Walla Walla County Common Crupina Survey and Control Project Coordinator will work closely with the WSDA Noxious Weed Coordinator. Work will only take place on property for which the Walla Walla County Noxious Weed Control Board has obtained prior written permission for entry and treatment. Walla Walla County Noxious Weed Control Board will also provide access to these properties for the WSDA Noxious Weed Coordinator. Changes made to any permission form must be approved by WSDA prior to the performance of any work on that property undertaken under terms of this Agreement.

Program Needs Provided by WSDA:

WSDA may furnish herbicide including up to 15 gallons of aminopyralid (Milestone), surfactants and equipment as the WSDA Noxious Weed Coordinator deems necessary. All unexpended items remain the property of WSDA.

Expenditures:

The funds provided for the Walla Walla County Common Crupina Survey and Control project will primarily go towards contracting with a WSDA licensed commercial pesticide applicator, and for supplies. All supplies furnished by WSDA will be used in Washington State and under the

supervision of county personnel. An inventory list will be furnished to WSDA upon request. Items such as computer programs, models, food and beverage, or other costs not specified in this document will not be reimbursed unless the expenditure is specifically authorized in advance in writing by WSDA.

Coordination:

The Walla Walla County Common Crupina Survey and Control Project will be coordinated with state, local and private control efforts.

Deliverables:

The county noxious weed coordinator or program manager will submit a written report to the WSDA agreement administrator, documenting the work conducted on these projects, as follows:

A final report due January 15, 2021, which will include the following:

- Date(s) of survey and control activities,
- The type of control conducted,
- Difficulties encountered (if any),
- Solid acres (or square feet) of each species treated,
- Number of acres and/or miles surveyed (if any),
- GPS derived locations of any noxious weed locations,
- Number and type of landowners assisted (if any),
- Photo documentation of selected sites, including before and after treatment photos.

Final payment under this Agreement will not be made until the final report is accepted by WSDA.

These deliverables are separate from and in addition to any reporting requirements associated with limited agent status under WSDA's Aquatic Noxious Weed Control NPDES General Permit coverage.

ATTACHMENT B
Budget
Walla Walla County
and its agent Walla Walla County Noxious Weed Board
Common Crupina Survey and Control Project
September 15, 2020 to December 31, 2020

Total payment to Walla Walla County and its agent Walla Walla County Noxious Weed Control Board will not exceed \$5,000.00 in fiscal biennium 2021 (i.e., September 15, 2020 through December 31, 2020).

1. Salaries and benefits.....	\$0.00
2. Supplies, equipment, and travel	\$1,025.00
3. Contracted services.....	\$3,975.00
4. Indirect	\$0.00
TOTAL:	\$5,000.00

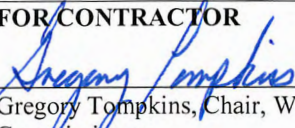
Reimbursement for travel expenditures shall not exceed allowable costs as set forth in Washington State travel regulations, contained in the Office of Financial Management State Administrative and Accounting Manual, Chapter 10, Section 90.

Amendment**Contract Number:** 20-6541C-036**Amendment Number:** A

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor Walla Walla County PO Box 1506 WALLA WALLA, Washington 99362		2. Contractor Doing Business As (optional)	
3. Contractor Representative (only if updated) Diane Harris Clerk of the Board (509) 524-2506 dharris@co.walla-walla.wa.us		4. COMMERCE Representative (only if updated) Tryg Hoff Project Manager (360) 725-2779 Fax 360-586-5880 tryg.hoff@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$3,421,000.00	6. Amendment Amount \$1,244,000.00	7. New Contract Amount \$4,665,000.00	
8. Amendment Funding Source Federal: X State: Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date November 30, 2020
11. Federal Funds (as applicable): \$4,665,000.00	Federal Agency: US Dept. of the Treasury		CFDA Number: 21.019
12. Amendment Purpose: To provide additional funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru November 30, 2020. Final invoices must be received by December 15, 2020.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR  Gregory Tompkins, Chair, Walla Walla County Board of Commissioners <u>9-16-2020</u> Date	FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Div _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix Assistant Attorney General _____ 3/20/2014 Date
--	---

Amendment

This Contract is **amended** as follows:

Contract amount has been increased by \$1,244,000.00.

Contract end date has been extended from October 31, 2020 to November 30, 2020.

Final reimbursement request must be received by December 15, 2020.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

- a) **Public Hearing:**
 - 1) To consider Annual Construction Program for 2021
- b) **Action Agenda Items:**
 - 1) Resolution _____ - Adopting the Annual Construction Program for 2021
- c) Department update and miscellaneous

Walla Walla County
2021
Annual Construction Program
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14): \$6,746,907.00
(B) COMPUTED COUNTY FORCES LIMIT: \$1,275,672.50
(C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14): \$35,000.00

Date of Environmental Assessment:
Date of Final Adoption:
Ordinance/Resolution Number:

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)		(10)	(11)	(12)	(13)	(14)	(15)
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Sequence Information			Project Length(mile)	Project Type Code	Environmental Assessment	Sources of Funds		PF & CT (595.18)	Right of Way (595.20)	Estimated Expenditures Dollars		Grand Total (All 595)		
				Road Name	DNM	RAIP				FIC	County Road Funds			Other Funds	Program Source		Contract	County Forces
1		Mt. Creek Road MP 1.10 To MP 3.95	97330	Road Name: Mt. Creek Road From: 1.10 To: 3.95	1.10	3.95	07	2.85	RC	1	\$602,630	\$816,111.00	STP/R	\$725,000		\$2,083,000	\$2,143,030	
2	2	Midde Weinberg Road MP 6.10 To MP 7.92	98230	Road Name: Midde Weinberg Road From: 6.10 To: 7.92	6.10	7.92	08	1.82	RC	1	\$1,310,000	\$1,078,000.00	HSP	\$105,000		\$2,295,000	\$2,400,000	
3	2	Drumheller Bridge on Sudbury Road MP 3.99 to MP 4.09	91510	Road Name: Sudbury Road From: 3.99 To: 4.09	3.99	4.09	07	0.10	Dr	1	\$/91,250	\$765,000.00	STP/R	\$65,000		\$891,250	\$956,250	
4	4	Countywide Signing & Guidelines						N/A		1		\$145,000.00	HSP	\$13,000		\$130,000	\$145,000	
5	5	Pepper Bridge Road MP 0.16 To MP 1.61	99150	Road Name: Pepper Bridge Road From: 0.16 To: 1.61	0.16	1.61	07	1.25	RC	1	\$190,000	\$0.00	STP/R		\$190,000		\$190,000	
6	6	Walla Avenue MP 2.00 To MP 2.20	92450	Road Name: Walla Avenue From: 2.00 To: 2.20	2.00	2.20	16	0.20	RC	1	\$44,710	\$126,339.00	HSP/US		\$75,900	\$140,057	\$711,057	
7	7	Arch Bridge on Lamar Road MP 2.64 to MP 2.94	43260	Road Name: Lamar Road From: 2.64 To: 2.94	2.64	2.94	09	0.30	Br	1		\$125,000.00	STP/R	\$125,000			\$125,000	
8	8	Dell Sharp Bridge on Daryjahn Road, MP 3.20 to MP 3.30	99590	Road Name: Daryjahn Road From: 3.20 To: 3.30	3.20	3.30	07	0.10	Br	1		\$500,000.00	UR	\$300,000			\$500,000	
9	9	Abbott Road MP 0.25 to MP 0.50	91700	Road Name: Abbott Road From: 0.25 To: 0.50	0.25	0.50	17	0.25	SW	1	\$6,508	\$12,182.00	TDA/SP	\$18,750			\$15,750	
10	10	Lower Walla Valley Road MP 4.23 to MP 6.25	96100	Road Name: Lower Walla Valley Road From: 4.23 To: 6.25	4.23	6.25	07	2.02	RC	1	\$5,000	\$30,000.00	RAP	\$55,000			\$55,000	
11	11	Seven Mile Road	71370	Road Name: Seven Mile Road From: 7.30 To: 2.55	2.30	2.55	09	0.25	Bu	1	\$50,000	\$150,000.00	PT&A	\$260,000			\$260,000	
12	12	Scenic Loop Road MP 2.00 To MP 4.17	97700	Road Name: Scenic Loop Road From: 2.00 To: 4.17	2.00	4.17	08	2.17	RC	1	\$10,000			\$10,000			\$10,000	
13		Berney Dr. MP 0.00 To MP 0.72	95800	Road Name: Berney Drive From: 0.00 To: 0.72	0.00	0.72	17	0.72	RC/Dr	1	\$10,000			\$10,000			\$10,000	
14		Old Highway 12, MP 1.20 to MP 1.30	99980	Road Name: Old Highway 12 From: 1.20 To: 1.30	1.20	1.30	07	0.10	Other	1	\$75,945	\$172,855.00	ER	\$35,000		\$164,540	\$199,490	
15	15	Fishhook Park Road, MP 0.00 to MP 1.40	43510	Road Name: Fishhook Road From: 0.00 To: 1.40	0.00	1.40	07	1.40	RC	1	\$15,560	\$86,500.00	STP/R	\$100,000			\$100,000	
16		Blue Creek Road, MP	92160	Road Name: Blue Creek Road From: 1.55 To: 1.65	1.55	1.65	09	0.10	Other	1		\$42,500.00	FEMA	\$7,500		\$5,000	\$47,500	

about:blank

(1)	(2)	(3)	(4)				(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)		
Annual Program Item No.	6 Year Road Program Item No.	Project Name	Road #	Road Segment Information				Project Length(mi.)	Project Type Code	Environmental Assessment	Sources of Funds			Estimated Expenditures Dollars				Grand Total (All 595)	
				Road Name	RYP	EAP	FIC				County Road Funds	Other Funds		FE & CE (595.10)	Right of Way (595.20)	Construction			
												Amount	Program Source			Contract	County Match		
											\$2,449,982		\$2,793,175		\$1,371,250	\$125,000	\$6,711,907	\$35,000	\$8,243,157

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



To: Board of County Commissioners

From: Tony Garcia, P.E. – Public Works Director

Date: 16 September 2020

Re: Director's Report for the Week of 14 September 2020

Board Action: 21 September 2020

HEARINGS:

In the Matter of the Annual Construction Program for 2021

RESOLUTIONS:

In the Matter of Adopting the Annual Construction Program for 2021

ENGINEERING:

- Seven Mile Bridge: Bridge demo is complete. Temporary bridge will be installed in October.
- Drumheller Bridge: Consultant is working on bridge design.
- Wallula Ave./Gose Street: Working on project geometric design.
- Blue Creek Bridge/Mill Creek FH: Contractor will begin work on final items. Waiting on County permitting decision.
- 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.
- Peppers Bridge Road: Working on right of way plans before starting the acquisition phase.
- Miscellaneous: Working on scour protection project for Kooskooskie Bridge on Mill Creek Road.

MAINTENANCE/FLEET MANAGEMENT:

- Garage is working on routine maintenance. First outsourced Sheriff upfit is back from Spokane.
- Prep work continues for 2021 maintenance activities.
- North crews working on the Mud Creek culvert replacement on Mud Creek Rd.
- Working with the Department of Natural Resources (DNR) to finalize the Reclamation Plan for Greenville Pit.
- Tri-State Steelheaders wrapping up their Mill Creek Channel retrofit under Otis Street Bridge.

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 costs.
- Conducted our monthly Technical Advisory Committee (TAC) meeting with the Metropolitan Planning Organization (MPO).
- Attended a Mill Creek Coalition meeting to discuss potential funding sources to pay for our local match (35%) of the design and construction phases of the GI Study.
- Conducted our monthly Budget Review meeting with my leadership team.
- Continue to work with the Corps of Engineers through their Public Law (PL) 84-99 program to repair the Mill Creek concrete channel and levees to pre-flood conditions.
- Continue to follow our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.

a) Action Agenda Items:

- 1) Resolution _____ - Approving Contract for Services between Benton-Franklin Health District and Walla Walla County Department of Community Health
- 2) Resolution _____ - Appointing Designated Crisis Responders to perform detention and commitment duties (Griffin)
- 3) Resolution _____ - Approving Washington State Department of Commerce Interagency Grant Agreement with Walla Walla County through Community Development Block Grant (CDBG) Program Public Services Grant
- 4) Resolution _____ - Approving Service Agreement #20-17 between Walla Walla County Department of Community Health and Blue Mountain Action Council
- 5) Proposal 2020 09-21 DCH
Approval of additional temporary positions for COVID-19 response support

b) COVID-19 update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A
CONTRACT FOR SERVICES
BETWEEN BENTON-FRANKLIN
HEALTH DISTRICT AND WALLA
WALLA COUNTY DEPARTMENT
OF COMMUNITY HEALTH



RESOLUTION NO. 20

WHEREAS, the Benton-Franklin Health District has proposed a contract for services with Walla Walla County Department of Community Health to support efforts to reduce initiation and use of nicotine products among youth and young adults; and

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

WHEREAS, the County Prosecuting Attorney has reviewed said contract; now therefore

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

Passed this 21st day of September, 2020 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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



MEMO

Date: September , 2020

Proposal ID:

To: BOCC

From: Meghan M. DeBolt, MPH/MBA
Administrator

Intent – Gain BOCC approval of Contract

Topic –Tobacco Prevention

Summary

Annually, the Benton Franklin Health District proposes a contract with the Department of Community Health to provide tobacco prevention programming and services. All costs are covered by the contract, which is administered and overseen under our Healthy Communities Division.

Cost

\$4022, includes staff time and operating supplies as approved in the scope of work and budget.

Funding

\$4022

Alternatives Considered

....

Acquisition Method

...

Security

N/A

Access

N/A

Risk

....

Benefits

...

Conclusion/Recommendation

Recommend the BOCC approve and sign the contract with BFHD.

Submitted By

Meghan DeBolt, DCH

Disposition

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up



CONTRACT FOR SERVICES

Between
Benton-Franklin Health District
 and
Walla Walla County Department of Community Health

This agreement is made and entered into between the **Benton-Franklin Health District** hereinafter referred to as the "District" and the **Walla Walla County Department of Community Health** hereinafter referred to as "Contractor".

Effective Dates: 7/1/20 - 6/30/21

Organizational Contact Information

Benton-Franklin Health District 7102 W. Okanogan Place Kennewick, WA 99336		Phone: (509) 460-4200 Fax: (509) 460-4590		
Responsibility	Contact Name	Phone	Fax	Email
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	509-460-4590	Jasonz@bfhd.wa.gov
Contracts Manager	Bonnie Hall	509-460-4553	509-460-4590	Bonnieh@bfhd.wa.gov
Sr. Manager, Healthy People & Communities	Carla Prock	509-460-4225	509-460-4515	Carlap@bfhd.wa.gov
Program Support Specialist	Vanessa McCollum	509-460-4258	509-460-4590	Vanessam@bfhd.wa.gov
Accounts Payable	Kyle Phillips	509-460-4580	509-460-4590	Kylep@bfhd.wa.gov

Walla Walla County Department of Community Health 314 W. Main St. Walla Walla, WA 99362		Phone: (509) 524-2650 Fax: (509) 524-2642		
Responsibility	Contact Name	Phone	Email	
Administrator/Signature Authority	Meghan Debolt	509-730-3669	mdebolt@co.walla-walla.wa.us	
Billing/Finance	Nancy Wenzel	509-524-2660	nwenzel@co.walla-walla.wa.us	
Division Manager/Program Contact	Amy Osterman	509-524-2683	aosterman@co.walla-walla.wa.us	

PURPOSE

The purpose of this agreement is to prevent initiation and reduce use of nicotine products among youth and young adults in the Greater Columbia Accountable Community of Health Region (GCACH), eliminate exposure to secondhand smoke and vape emissions, and educate communities about Tobacco and Vape21.

PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence July 1, 2020 and be completed by June 30, 2021 unless terminated or suspended sooner as provided for herein.

STATEMENT OF WORK

Contractor agrees to perform the following activities throughout the duration of this agreement.

- Disseminate Tobacco Use and Dependence Treatment information and materials to community organizations, and through social media and online platforms.
- Provide technical assistance to local agencies and organizations interested in adopting and/or that have adopted voluntary smoke-free and vape-free campus and/or organizational policies.
- Conduct education and outreach on SIPP and VIPP ordinances.
- Build or enhance partnerships with youth-serving organizations and local champions to collaborate on youth access and industry marketing.
- Provide education and information related to TV21.
- Conduct education and outreach activities to prevent the initiation and use of vapor products as delivery devices for nicotine and marijuana.
- Submit monthly reports using the Monthly Reporting Workbook provided by the District to the District's Program Contact (page 1) by the 10th of each month.
- Be subject to periodic audits by BFHD administrative staff when requested.

District agrees to provide the following support and activities throughout the duration of this agreement:

- Provide all reporting templates and links
- Provide technical assistance as needed
- Provide payment of properly submitted invoices

REIMBURSEMENT

The District will reimburse Contractor for allowable expenses based on monthly invoices submitted by Contractor to the District. Invoices must itemize specific hours and charges based on the budget previously submitted, not to exceed **\$4,022** for goods and services provided during the period of performance. Any charges based on an allocation method need to have an explanation for the basis of the cost approved by the District in advance. Submit invoices by the **20th** of the following month by email, fax or mail to the District's contact listed on page 1 of this agreement.

In-kind services are not reimbursable expenses under this agreement.

FUNDING SOURCE

The funding for this contract comes from WA State Department of Health Youth Tobacco Vapor Products. (Bars Revenue Code 334.04.93).

Funding for this contract must adhere to the following restrictions:

- Funds may only be used for evidence-based tobacco control interventions, strategies, and activities.

- Funds are generally not allowed to purchase furniture or equipment.
- Funds may not be used to provide direct cessation services or other direct services other than those through the evidence-based quit line services.
- Funds may not be used to purchase nicotine replacement therapy or other products used for cessation.
- Funds may not be used to purchase K-12 school curricula.

BILLING INSTRUCTIONS

The Benton-Franklin Health District receives its funding for this contract through a Department of Health (DOH) grant. Because the District must adhere to specific requirements in order to access these funds, the following billing and invoice requirements must be met by the Contractor in order to be reimbursed for services performed under this contract:

- Payment must be based on reimbursement for allowable costs only.
- Itemized invoices must be received within 20 days of the close of the month in which services were provided.
- Invoices must include expenditure object/category information for each program (i.e. salaries, benefits, travel, equipment, goods and services, etc.). A summary sheet of expenditures by category must be included along with a copy of a system-generated report (e.g. trial balance, expenditure report, general ledger report) from your accounting system supporting the summary. Expenditure categories to be included are:
 - Salaries
 - Benefits
 - Equipment
 - Supplies
 - Travel
 - Administrative/Indirect/Overhead
 - Other
- Supporting documentation to be made available to the District upon request.
- Invoices can be sent electronically as a PDF attachment to an email (preferred method) to the Accounts Payable contact listed on page one, or the original invoice with appropriate supporting documentation can be mailed. If you choose to provide electronic copies of invoices, please retain the original signed invoice in your files.

CONTRACTOR NOT AN EMPLOYEE OF THE DISTRICT

Contractor and its employees or agents performing under this contract are not employees or agents of the District.

INDEMNIFICATION / HOLD HARMLESS

Contractor shall indemnify and hold the District, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

INSURANCE

Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Workers' Compensation Coverage – Contractor shall procure and maintain coverage as required by the Industrial Insurance laws of the State of Washington.

RIGHTS IN DATA

Data, which is delivered under this contract, are the District's property and shall be transferred fully to the District with all rights to the license to publish, translate, reproduce, modify, deliver, dispose of, and to authorize others to do so.

STATUTORY AND REGULATORY COMPLIANCE

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, guidelines and standards applicable to any service provided pursuant to this Agreement. Contractor agrees to comply with the provisions of the Americans with Disabilities Act (ADA).

NONDISCRIMINATION

Contractor shall not discriminate against anyone in providing services under this Agreement on the grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans' status, or the present of any sensory, mental or physical disability.

CULTURALLY AND LINGUISTICALLY APPROPRIATE

All project materials must be culturally and linguistically appropriate. For questions or assistance related to culturally and linguistically appropriate material, contact the District's Program Supervisor listed on the first page of this agreement.

CHANGES OR MODIFICATIONS

The District may, at any time, by written notification to Contractor, make changes within the general scope of the services to be performed under this Agreement. Both parties shall execute a contract amendment reflecting such change and an equitable adjustment of cost, period of performance or both will be made if required by the changes.

CONTRACT SUSPENSION

- **For Investigation:** In the event Contractor or any of its partners, employees, officers is investigated by a local, county, state or federal agency for a matter which the District feels may adversely affect the delivery of services under this contract, the District may, without advance notice, suspend the delivery of services or disallow the person(s) involved in the allegation from providing services pending final resolution of the investigation.
- **For Suspension of Funding and work:** Because the District receives both state and federal funds occasionally the District's funding source may enact a contract suspension due to sequestration, loss of budget appropriation, or other causes. When this occurs, the District may exercise its right to suspend this contract until the District's funding has resumed and approval to continue work has been received. At that time, the District will notify the Contractor that they may resume work. All notice to suspend or reinstate work will be in writing. Any expenses incurred during the suspension of this

contract may not be reimbursed later unless it is specifically approved at the time the contract is reinstated.

TERMINATION OF AGREEMENT

- **For Convenience:** This contract may be terminated by either party for convenience with two weeks written notice. If this contract is so terminated, the parties are only liable for performance rendered or costs incurred in accordance with this contract prior to the effective date of termination.
- **By Mutual Agreement:** This contract may be terminated at any time by mutual agreement of both parties.
- **For Non-Allocation of Funds:** The District's ability to make payments is contingent on the availability of its various funding sources. In the event funding from state, federal, or other funding sources is withdrawn, reduced, limited or suspended during the course of this contract, the District at its sole discretion may elect to terminate this agreement in whole or in part or to renegotiate this contract subject to new funding limitations or conditions.

RECOVERY OF FUNDS

The right of the contractor to retain funds received from the District is contingent upon satisfactory performance of this contract and completion of work, and subject to an on-site audit of books and records if requested. If the District is required to repay funds to the Department of Health for disallowed or unsupported expenses performed by the contractor, the contractor will promptly repay the District the full amount.

ALL WRITING CONTAINED HEREIN

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties.

BENTON-FRANKLIN HEALTH DISTRICT

Jason Zaccaria - Administrator
7102 W. Okanogan Place
Kennewick, WA 99336

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Meghan Debolt - Administrator
314 W. Main St.
Walla Walla, WA 99362

Tax ID # _____

Statewide Payee # _____

Date: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPOINTING
DESIGNATED CRISIS
RESPONDERS TO PERFORM
DETENTION AND COMMITMENT
DUTIES (GRIFFIN)

}

RESOLUTION NO. **20**

WHEREAS, Meghan DeBolt, Director, Walla Walla County Department of Community Health, has recommended Joshua Griffin be designated as "Designated Crisis Responders" (DCR) previously known as Designated Mental Health Professionals (DMHP) perform the detention and commitment duties in accordance with RCW 71.05 for involuntary commitment of persons incapacitated by mental health and/or chemical dependency; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that the above-named individuals be appointed as Designated Crisis Responders effective September 21, 2020.

Passed this 21st day of September, 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
WASHINGTON STATE
DEPARTMENT OF COMMERCE
INTERAGENCY GRANT
AGREEMENT WITH WALLA
WALLA COUNTY THROUGH
COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG)
PROGRAM PUBLIC SERVICES
GRANT(20-62210-014)



RESOLUTION NO. **20**

WHEREAS, the Washington State Department of Commerce has proposed a contract with the Walla Walla County Department of Community Health for funds to provide public service activities that principally benefit low- and moderate-income persons; and

WHEREAS, the contract benefits the citizens of Walla Walla, Columbia, and Garfield Counties; and

WHEREAS, the County Prosecuting Attorney has reviewed same; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and chairman shall sign said contract.

Passed this 21st day of September, 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*



Interagency Grant Agreement with

Walla Walla County

through

Community Development Block Grant (CDBG) Program

Public Services Grant

For

Public services through Blue Mountain Action Council to low- and moderate-income persons in Walla Walla, Columbia and Garfield Counties

Start date: July 01, 2020

TABLE OF CONTENTS

Special Terms and Conditions

1.	Definitions	1
2.	Authority	1
3.	Acknowledgement of Federal Funding.....	1
4.	Acquisition And Disposition Of Assets	1
5.	Audit	2
6.	Billing Procedures and Payment.....	2
7.	Closeout.....	2
8.	Compensation	3
9.	Debarment	3
10.	Environmental Review	4
11.	Indirect Costs.....	4
12.	Grant Management	4
13.	Historical Or Cultural Artifacts, Human Remains	4
14.	Insurance	5
15.	Laws	5
16.	Performance Reporting	5
17.	Program Income.....	5
18.	Subcontractor Data Collection	6
19.	Subcontracts for Engineering Services	6
20.	Order of Precedence.....	6

General Terms and Conditions

1.	Definitions	7
2.	All Writings Contained Herein.....	7
3.	Amendments.....	7
4.	Assignment	7
5.	Confidentiality and Safeguarding of Information.....	7
6.	Copyright.....	8
7.	Disputes	8
8.	Governing Law and Venue	8
9.	Indemnification.....	8
10.	Licensing, Accreditation and Registration	8
11.	Recapture	9
12.	Records Maintenance.....	9
13.	Savings	9
14.	Severability	9
15.	Subcontracting	9
16.	Survival	10
17.	Termination for Cause	10
18.	Termination for Convenience.....	10
19.	Termination Procedures	10
20.	Treatment of Assets.....	11
21.	Waiver	11

Attachment A, Scope of Work and Budget

Attachment B, Letter to Incur Costs (if applicable)

FACE SHEET

Contract Number: 20-62210-014

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG Public Services Grant

1. Grantee Walla Walla County PO Box 1753 Walla Walla, WA 99362		2. Grantee Doing Business As (optional) NA	
3. Grantee Representative Meghan DeBolt, Director Phone: (509) 524-2655 Email: mdebolt@co.walla-walla.wa.us		4. COMMERCE Representative Jeff Hinckle, Project Manager Address: Phone: (360) 725-3060 PO Box 42525 Fax: (360) 586-8440 1011 Plum Street SE jeff.hinckle@commerce.wa.gov Olympia, WA 98504	
5. Grant Amount \$44,475	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2020	8. End Date 6/30/2021
9. Federal Funds (as applicable) \$44,475	Federal Agency: U.S. Department of Housing And Urban Development (HUD)	CFDA Number: 14.228	Indirect Rate (if applicable): N/A
10. Tax ID # 91-6001381	11. SWV # 0003171-09	12. UBI # 363006535	13. DUNS # 619391951
14. Grant Purpose Public services through Blue Mountain Action Council to low- and moderate-income persons in Walla Walla, Columbia and Garfield Counties. A full description of the project is in Attachment "A" Scope of Work and Budget.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
FOR GRANTEE _____ Ms. Meghan DeBolt, Director Walla Walla County _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- C. "Subgrantee/Subcontract" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.
- D. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

3. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: July 22, 2020

Federal Award Identification Number (FAIN): B-20-DC-53-0001

Total amount of the federal award: \$13,140,680

Awarding official: John W. Peters, HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-20-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

4. ACQUISITION AND DISPOSITION OF ASSETS

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

5. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE Representative on a Washington State Invoice Voucher form not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors/subrecipient.

7. CLOSEOUT

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.

- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

8. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

9. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section,

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. ENVIRONMENTAL REVIEW

General Purpose, Housing Enhancement, and Economic Opportunity Grants

Funding in excess of the amount stipulated in **Attachment B, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Planning-Only Activities and Public Services Activities

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

11. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

12. GRANT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

13. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

14. INSURANCE

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- ii. Financial Accounting Standards Board (FASB), and
- iii. The Washington State Auditor's annual instructions for financial reporting.

Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Unemployment and Industrial Insurance. The Grantee shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. Commerce will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Grantee, or any subcontractor or employee of the Grantee, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Grantee's Assumption of Risk. The Grantee shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Grantee shall be at the sole risk of the Grantee. The Grantee may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Grantee shall take all necessary precautions for the safety of its employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

15. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including,

- Housing and Community Development Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.

16. PERFORMANCE REPORTING

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

17. PROGRAM INCOME

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
FEDERAL FUNDS**

18. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

19. SUBCONTRACTS FOR ENGINEERING SERVICES

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

20. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Attachment B – Letter to Incur Cost, if applicable
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/Subcontract" shall mean one not in the employment of the Grant, who is performing all or part of those services under this Grant under a separate Grant with the Contractor. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Grantee that may not be disclosed under state or federal law.
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grantee.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

15. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subcontract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A — SCOPE OF WORK AND BUDGET**Grantee: Walla Walla County****Contract No. 20-62210-014****Section A: Project Description / Deliverable**

Walla Walla County will make \$40,975 in CDBG Public Services Grant funds available to the grant subrecipient community action program, Blue Mountain Action Council. These funds will result in new and increased CDBG eligible public services. The county will receive up to \$3,500 for eligible general administration costs.

Total project costs are estimated at \$44,475.

The services will assist approximately 85 persons and be targeted to limited clientele with low and moderate incomes (LMI) based on HUD LMI criteria for the Walla Walla, Columbia and Garfield County. service areas. This grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between July 1, 2020 and June 30, 2021.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	\$3,500	<ul style="list-style-type: none">Execute grant contract with Commerce.Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce.Establish a subrecipient agreement that includes the project budget and the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce.Establish administrative, financial, reporting, and record keeping systems.	Before first payment request
		Payment requests: <ul style="list-style-type: none">Review community action program reimbursement requests against the project costs, project budget, and contract start date.Document the county's CDBG general administration costs.Once costs are approved, prepare and submit payment request Commerce.Document receipt of grant funds and reimbursement of eligible costs.	Not more than monthly or less than quarterly.
		<ul style="list-style-type: none">Submit CDBG Beneficiary Reports within 30 days of end of each calendar quarter.	By April 30, July 31, Oct 31, Jan 31
		<ul style="list-style-type: none">Complete applicable civil rights requirements.Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.	Before final payment request
		<ul style="list-style-type: none">Resolve all monitoring issues.Grant activities are accomplished.Conduct a final public hearing to review project performance.Submit a grantee closeout performance report.	Before requesting final 5% of CDBG award
		<ul style="list-style-type: none">List the grantee's CDBG expenditures in the annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit

ATTACHMENT A — SCOPE OF WORK AND BUDGET**Grantee: Walla Walla County****Contract No. 20-62210-014****Section B: Project Activities, Milestones and Budget (continued)**

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05 Public Services	\$40,975	<ul style="list-style-type: none">▪ Deliver the direct services identified in the CDBG application through the local community action program.▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget.▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons.▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.	Approximately 74 LMI persons receive direct services by 6/30/2021
TOTAL: \$44,475			



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

July 1, 2020

Ms. Meghan Debolt
Director, Walla Walla County
PO Box 1753
Walla Walla, WA 99362

Dear Ms. Debolt:

I am pleased to inform you that Walla Walla County is awarded a \$44,475 Community Development Block Grant (CDBG) for public services provided by Blue Mountain Action Council. Funding is contingent on the state's receipt of its 2020 annual award from the U.S. Department of Housing and Urban Development.

Prior to grant contract execution, this letter allows you to incur costs not to exceed ten percent of your award for eligible administrative and public services activities after July 1, 2020. Eligible costs will be reimbursed by Commerce after the grant contract is executed. All costs to be reimbursed must comply with applicable state and federal requirements.

The county's 2020 CDBG Public Services Grant contract with Commerce will be emailed to you for your signature in the near future.

Please contact Jeff Hinckle at (360) 725-3060 or jeff.hinckle@commerce.wa.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark K. Barkley".

Mark K. Barkley
Assistant Director

Enclosures

cc via email: Meghan DeBolt, Director
Kathy Covey, CEO, Blue Mountain Action Council

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
SERVICE AGREEMENT #20-17
BETWEEN WALLA WALLA
COUNTY DEPARTMENT OF
COMMUNITY HEALTH AND BLUE
MOUNTAIN ACTION COUNCIL



RESOLUTION NO. **20**

WHEREAS, Walla Walla County serves as the lead agency responsible for the provision of public services under the Community Development Block Grant (CDBG) from the Washington State Department of Commerce; and

WHEREAS, Walla Walla County Department of Community Health administers the CDBG and has offered an agreement to Blue Mountain Action Council (BMAC) to provide certain granted related services as outlined in the scope of work; and

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

WHEREAS, the County Prosecuting Attorney has reviewed said agreement; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and chairman shall sign said service agreement.

*Passed this 21st day of **September, 2020** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

Service Agreement #20-17

between

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

and

BLUE MOUNTAIN ACTION COUNCIL

This Agreement is entered into by and between Walla Walla County Department of Community Health, hereinafter "County," and Blue Mountain Action Council (BMAC), hereinafter "Contractor," for services relative to direct public services for low and moderate-income persons in Walla Walla, Columbia, and Garfield Counties as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Budget and Expenditure Workbook

Exhibit D – Contractor Financial Certification Document

Attachment A—Public Services Quarterly Beneficiary Reporting Form

Performance Period: The terms of this Agreement shall commence on July 1, 2020 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on June 30, 2020.

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

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

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

COUNTY:

CONTRACTOR:

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

Authorized By Date

Print Name & Title of Person Signing

Telephone Number / Email Address:

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

Social Security or Business Tax ID#:

CFDA# (if applicable): _____

UBI#:

State Industrial Account ID # (if applicable):

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. "Agreement" means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. "CFR" means Code of Federal Regulations. All references in this Agreement and any Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - 1.3. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor's staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit X- Budget. No payment shall be made for any service that is not identified within this Agreement.
 - 3.1. Contractor shall submit claims for reimbursement by the tenth (10th) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within forty-five (45) working days following receipt of Contractor's approved claim for reimbursement, contingent on the availability of funds.
 - 3.1.1. Claims for reimbursement shall be submitted to the Department of Community Health via the Budget and Expenditure Workbook (Exhibit C), with the appropriate reporting forms.
 - 3.1.2. Submitting a Final Payment Request will signify that the Contractor certifies under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the County of Walla Walla and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and the claim is just, due and unpaid obligation against the County of Walla Walla and that I am authorized to authenticate and certify to said claim.
 - 3.1.3. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.1.4. County shall compensate Contractor no more often than monthly for Contractor's service. No payment shall be made in the month services are rendered unless otherwise approved by County.
 - 3.2. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
4. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited

to, nondiscrimination laws and regulations.

5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over County. Contractor shall immediately give to County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
6. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
7. **Debarment Certification.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
8. **Disputes.** Except in the event of a dispute arising from County’s decision to terminate this Agreement for default, County and Contractor agree to first attempt resolution of disputes informally, by a mutually negotiated process.
9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Contractor.
11. **Financial Certification.** Within 60 days of the execution of the Contract, Contractor shall submit to the County, Contractor Certification Documentation form including the Contractor status as Non-Profit, Corporation, Governmental, Individual or Other Entity. The applicable financial certification documents must also be submitted to the County once every 12 months:
 - 11.1. W-9 Form, Request for Taxpayer Identification
 - 11.2. Last Audited Financial Statements, or Form 990; or Form 990T; or Form 1120 for Corporations; or Schedule C from 1040 for individuals.
12. **Indemnification and Hold Harmless.** Contractor will indemnify, hold harmless and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.
13. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its

employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

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

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.
 - 16.2. Auto Liability Insurance: In the event that services delivered pursuant to this agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor

must also include under the Business Automobile Policy Code 9, coverage for “non-owned autos.” The minimum limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.

- 16.3. **Worker’s Compensation Insurance:** If applicable, Contractor shall show proof of Worker’s Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.

17. **Licensure.** Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.

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

18.1. **In Employment.** Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.

18.2. **In Services.** Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.

19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- 19.1 Applicable federal and State of Washington statutes and regulations;
- 19.2 General Terms and Conditions contained in this Agreement;
- 19.3 Special Terms and Conditions contained in this Agreement;
- 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
- 19.5 Any other material incorporated herein by reference.

21. **Ownership Of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.

22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.

22.1. Financial Records. Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.

22.2. Clinical/Consumer Service Records. The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.

23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington

24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.

25. **Subcontracting**

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

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

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

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

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

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

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

26. Subrecipients

26.1. General. If Contractor is a subrecipient of federal awards as defined by the Office of Management and Budget's (OMB's) Uniform Guidance and this Agreement, Contractor shall:

- 26.1.1. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- 26.1.2. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- 26.1.3. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- 26.1.4. Incorporate the OMB's Uniform Guidance audit requirements into all agreements between the Contractor and its subcontractors who are subrecipients;
- 26.1.5. Comply with any future amendments to the OMB's Uniform Guidance and any successor or replacement Circular or regulation;
- 26.1.6. Comply with the applicable requirements of the OMB's Uniform Guidance and any future amendments to the OMB's Uniform Guidance, and any successor or replacement Circular or regulation; and
- 26.1.7. Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E, and G, and 28 C.F.R. Part 35 and Part 39. (See www.ojp.usdoj.gov/ocr for additional information and access to the aforementioned Federal laws and regulations.)

26.2. Single Audit Act Compliance. If Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Contractor shall:

- 26.2.1. Submit to County the data collection form and reporting package specified in the OMB's Uniform Guidance, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- 26.2.2. Follow-up and develop corrective action for all audit findings; in accordance with the OMB's Uniform Guidance, and prepare a "Summary Schedule of Prior Audit Findings."
- 26.3. Overpayments. If it is determined by County, or during the course of the required audit, that Contractor has been paid unallowable costs under this Agreement, County may require Contractor to reimburse County in accordance with the OMB's Uniform Guidance.
27. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
28. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
- 28.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 28.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 28.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
- Failed to meet or maintain any requirement for contracting with County;
 - Failed to perform under any provision of this Agreement;
 - Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
 - Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
 - Otherwise breached any provision or condition of this Agreement.
- 28.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.
- 28.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any client for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

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

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

- 29.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services
- 29.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination. County may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by County.
- 29.3. If this Agreement is terminated for default, County may withhold a sum from the final payment to Contractor that County determines necessary to protect County against loss or additional liability. County shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Contractor was not in default, Contractor shall be entitled to all remedies available at law, in equity, or under this Agreement.
- 29.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Agreement.

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

31. **Waiver.** Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

Special Terms and Conditions

Exhibit A

SUBRECIPIENT AGREEMENT

BETWEEN

WALLA WALLA COUNTY AND THE BLUE MOUNTAIN ACTION COUNCIL

This Agreement is made between WALLA WALLA COUNTY (herein called the Local Government) and BLUE MOUNTAIN ACTION COUNCIL (herein called Subrecipient) for the CDBG PUBLIC SERVICES project (herein called the Project).

As the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of local government selected to undertake and carry out projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulations and policies; and

As the Local Government has applied for and received a CDBG award, contract number 1914

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local CDBG project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the CDBG contract and ensuring CDBG funds are used in accordance with all program requirements [(24 CFR 570.501(b))] and its CDBG contract with Commerce referenced above. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks as defined in the PROJECT DESCRIPTION AND LOW- AND MODERATE-INCOME BENEFIT TABLE, Attached as Exhibit B to accomplish the objectives of the Project. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- To provide direct public services for low- and moderate-income persons in Walla Walla, Columbia and Garfield Counties
- Pro Bono Lawyer Referral Services
- Employment/Training, Adult Literacy Program
- Employment/Training Community Jobs
- Employment/Training Asset Building

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement and will be in effect for the period during which the Subrecipient remains in control of CDBG funds or other CDBG assets.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

#20-17 BMAC CDBG Public Service – STC/Subrecipient Agreement

A. Subrecipient:

Name of Representative: Kathy Covey
Title: CEO
Mailing Address: 1520 Kelly Place, Suite 140
City, State and Zip Code: Walla Walla, WA 99362
Telephone Number: 509-529-4980
Fax: 509-529-4985
E-mail Address: kathyc@bmacww.org

B. Local Government:

Name of Representative: Sierra Knutson
Title: Homeless/Housing Coordinator
Mailing Address: PO Box 1753
City, State and Zip Code: Walla Walla, WA 99362
Telephone Number: 509-524-2936
Fax Number: 509 524-2936
E-mail Address: sknutson@co.walla-walla.wa.us

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$43,488.00 in CDBG funds for eligible incurred costs and expenses for the Project according to the following budget.

Project Budget Element	Budgeted Amount
Salary and Fringe for staffing the proposed projects or services	\$41,351.00
Goods and Services	\$
Indirect Cost Rate: <u>N/A</u> % Federally Approved Indirect Rate, or 10% de minimis rate, or fill out "N/A" declining to charge indirect	\$

The Local Government may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Indirect Cost Rate if the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists, a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

"Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its CDBG contract with Commerce and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the State may prescribe.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

- The requirements of Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG); and
- All other applicable Federal, State and Local laws, regulations, and policies, governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

F. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

As defined in the General Terms and Conditions, Section 16. Insurance, the contractor shall maintain insurance levels in all required areas of coverage at the minimum rates defined.

The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the WA State CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the civil rights components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The grantee, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the Local Government is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the Local Government an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the Local Government. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.
3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the Local Government for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the Local Government.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and Commerce.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement will not be affected thereby, and all other parts of this Agreement will nevertheless be in full force and effect.

11. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

**Exhibit B
BUDGET**

Agency Name: BMAC

Agreement Number: 20-17

Contract Period: 07/01/2020-06/30/2021

Line Item/Description	Award
Salary, Fringe benefits for staffing of projects and services	\$40,975
TOTAL:	\$41,351

Funded By: CDBG Public Services

Total Source Contract Amount: \$44,475

- County Admin: \$3,500
- BMAC Sub-Contract: \$40,975

10:45

COUNTY SHERIFF

Mark Crider

a) **Action Agenda Items:**

- 1) Proposal 2020 09-21 SO
Request approval for funding
of an additional full time court
security position

11:00

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

11:15

COUNTY COMMISSIONERS

- a) Miscellaneous business for the Board

WRITTEN UPDATE ONLY PROVIDED BY:

COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice



Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren A. Prentice, Director
Date Prepared: September 17, 2020
Agenda Date: September 21, 2020
RE: Department Update

Building Permits

Approximately 34 building permit applications are currently open: this includes those actively under review as well as those on hold pending re-submittals by the applicant, and those under second review.

The average review time for building permit applications submitted over the last 10 weeks is 20 days (for those requiring review). This is a reduction from 26 days in Q2 and 31 days in Q1. A list of building permit applications submitted during this timeframe and their current review status is attached.

Hearing Examiner

The decision from the August 10 public hearing on the Lilac Subdivision (SUB20-001, Old Highway 12) has not yet been issued by the Hearing Examiner.

On September 15 the Hearing Examiner held a public hearing via Webex for CUP20-003/VAR20-005 – Consolidated Irrigation District #14, a proposal for a new utility facility on Wallula Avenue.

Miscellaneous Updates and Meetings

- Participated in Long Term Arterial Plan (LTAP) Workgroup Meeting on September 15.
- Building Inspector Alex Edison obtained certification as a Residential Plumbing Inspector from the International Code Council (ICC) on September 9.
- On September 15 the Technical Review Committee met with a property owner and his representatives for the PRE20-046 – Tag Lane (private road) reconstruction/realignment project, Mill Creek. Department of Ecology, USACOE, and WDFW participated in this meeting. The applicant's representative who is leading the environmental permitting was not able to participate in this meeting so a second call will be scheduled to have further discussion on shoreline and critical areas permitting.

Permits Applied For - July 1 - September 15, 2020 (Building and Fire)

Date Approved	Days for Review	Date Issued	Status	Address	Description	Applicant	Permit Type
7/1/2020	0	7/1/2020	ISSUED	319 BLANCHARD RD	Replace siding <2000 sf & Replace 9 Windows	MENDOZA, MARIA CARMEN & RAUL	SIDING WINDOW
7/2/2020	1	7/2/2020	ISSUED	1157 MOJONNIER RD	Replace water source heat pump.	GRASSI REFRIGERATION	E PLUMBING ME
7/2/2020	0	7/7/2020	ISSUED	450 TUTTLE LN	Install LP gas fireplace & exhaust system.	FIRE & WATER	E PLUMBING ME
7/2/2020	0	7/2/2020	ISSUED	1998 CARL ST	Re-roof Residence 60 sq w/tear-off	ELSOM ROOFING, INC	E REROOF
7/6/2020	0	7/6/2020	ISSUED	6477 COTTONWOOD RD	Demo Residence <5000 sf	KETELSEN CONSTRUCTION CO	DEMO
7/6/2020	0	7/7/2020	FINALED	662 WALLULA AVE	Install Gas Furnace & Air Conditioner	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
7/6/2020	0	7/6/2020	ISSUED	45 E SUNSET DR	Replace 3-1/2 ton Heat Pump System	DELTA HEATING & COOLING, INC	E PLUMBING ME
7/29/2020	23	8/3/2020	ISSUED	408 FROG HOLLOW RD	1920 sf Enclosed Pole Building w/ 480 sf Lean To	FOUR B ENTERPRISES	POLE BUILDING
7/30/2020	24	8/19/2020	FINALED	1420 HAVSTAD DR	2400 sf Enclosed Pole Building	JACK WALLACE CONSTRUCTION	POLE BUILDING
7/7/2020	0	7/17/2020	FINALED	1151 RESER RD	Replace 3 ton A/C & 110,000 btu Gas Furnace.	GRASSI REFRIGERATION	E PLUMBING ME
7/7/2020	0	7/17/2020	FINALED	2399 LOWER DRY CREEK RD	Replace 3 ton heat pump and 20kw electric furnace	GRASSI REFRIGERATION	PLUMBING MEC
7/8/2020	1		WITHDRAWN	367 SPRINGDALE RD	Install a propane tank & gas piping to house	TEMPCHIN, STAN	E PLUMBING ME
7/8/2020	0	7/9/2020	FINALED	40 SIMPLOT PL	Demo 845 sf Manufactured Home	RAY POLAND & SONS, INC	DEMO
7/9/2020	0	7/14/2020	FINALED	292 VAN AUSDLE LN	Replace heat pump/ electric furnace.	GRASSI REFRIGERATION	E PLUMBING ME
8/5/2020	27	8/10/2020	ISSUED	604 HILL RD	Finish Existing 772 sf Basement	WALDRON, BRIAN T	ADDITION REMC
			VOID	1651 BEET RD	Install Gas Stove & Piping to Propane Range	GRASSI REFRIGERATION	E PLUMBING ME
8/3/2020	24	8/3/2020	FINALED	397 HELAMAN RD	19.5 kW DC Roof mount Solar Array on garage	A&R SOLAR	SOLAR ARRAY
8/31/2020	52	9/1/2020	ISSUED	165 MERRY LN	1440 sf Engineered Enclosed Pole Building	TRIPLE J CONSTRUCTION	POLE BUILDING
7/13/2020	0	7/27/2020	FINALED	1643 STURM AVE	Reroof Residence 32 sq w/tear-off	BRIGGS, JAMES W	REROOF
7/29/2020	16	7/31/2020	ISSUED	29 JUBILEE CIR	Install Fire Suppression System in Kitchen Hood	ABC FIRE CONTROL INC	FIRE
7/29/2020	16	7/30/2020	ISSUED	138 PONDEROSA CT	Grading for Driveway & pad for Shop/ADU	ALLINGTON, JOSHUA J & DALARI A	GRADING
7/30/2020	17	7/31/2020	ISSUED	144 PONDEROSA CT	1100 sf ADU, 833 sf Covered Porch, 2854 sf Gar/	ALLINGTON, JOSHUA J & DALARI A	ACCESSORY DV
8/3/2020	21	8/3/2020	ISSUED	126 RED HAWK RD	967 sf Shop	WATTS, BRANDON B & NACOLE R	GARAGE SHOP
8/11/2020	29	8/13/2020	ISSUED	1345 RESER RD	2060 sf Garage	PEARCE, JUSTIN J & MARLOW, DOUGL	GARAGE SHOP
8/13/2020	31	8/27/2020	ISSUED	1031 SAGEBRUSH LN	2208 sf Residence, 220 sf Covered Porch, 1430 s	CONWELL, MARK D & DEBRA D	1 FAM RESIDEN
7/14/2020	0	7/15/2020	FINALED	2481 BARNEY RD	Replace electric furnace and heat pump.	GRASSI REFRIGERATION	PLUMBING MEC
7/15/2020	0	7/15/2020	FINALED	1058 W SUNSET DR	Reroof 22 squares w/tear off	GOLIGHTLY, CARL E	REROOF
7/16/2020	1	7/16/2020	FINALED	261 TOUCHET NORTH RD	Reroof 10 squares w/tear-off	VW QUALITY ROOFING LLC	REROOF
7/16/2020	0	7/17/2020	FINALED	2932 LOWDEN GARDENA RD	Replace heat pump & air handler	COLLEGE PLACE HTG & A/C INC	PLUMBING MEC
7/17/2020	1	7/17/2020	ISSUED	3534 STATELINE RD	Replace heat pump & air handler in Apartment 2	COLLEGE PLACE HTG & A/C INC	PLUMBING MEC
7/17/2020	0	7/17/2020	FINALED	335 NE DELLA AVE	Replace gas furnace	COLLEGE PLACE HTG & A/C INC	PLUMBING MEC
8/13/2020	27	8/17/2020	ISSUED	480 BERNEY DR	405 sf Addition - Master Bed & Bath	ROGALLA CONSTRUCTION, LLC	ADDITION REMC
8/28/2020	42	9/1/2020	ISSUED	164 CHAMPION ST	Replacement Greenhouse	TOUCHET SCHOOL DIST	NEW COMMERC

Status as of 9-17-2020

Permits Applied For - July 1 - September 15, 2020 (Building and Fire)

7/20/2020	0	7/20/2020	ISSUED	79 HATCH GRADE RD	Demo 1974 Moble home	POLAND, DENNIS L	DEMO
7/20/2020	0	7/20/2020	FINALED	718 S GOSE ST	Replace heat pump & air handler	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
8/4/2020	15	8/5/2020	ISSUED	16728 E HWY 124	Replace existing 146 sf Covered Porch	SETTLE IN CONSTRUCTION LLC	PORCH PATIO C
8/10/2020	21	8/12/2020	ISSUED	1335 MONROE ST	454 sf Addition, 80 sf Covered Porch/Patio	HARDIN, MICHAEL	ADDITION REMC
8/11/2020	22	8/11/2020	ISSUED	1367 STOVALL RD	3196 sf Residence, 232 sf Covered Porch/Patio, 6	MICHAEL, MELISSA & STEVE	1 FAM RESIDEN
8/13/2020	24	8/14/2020	ISSUED	1222 OLD MILTON HWY	149 sf Lvg rm Add'n, 84sf Closet Add'n & Int. rem	M STACEY CONSTRUCTION COMPANY	ADDITION REMC
8/4/2020	14	8/20/2020	ISSUED	245 ERDMAN LN	1320 sf Enclosed Pole Building	ALL AMERICAN BARN	POLE BUILDING
8/4/2020	13	8/4/2020	ISSUED	232 RINGHOFF RD	Place 2020 1404 sf Palm Harbor Manufactured Ho	CARIS SELL HOMES, INC	FACTORY BUILT
8/5/2020	14	8/6/2020	ISSUED	1237 BEET RD	Inground heated pool & spa	SUTHERLAND, WESLEY & MARY	POOL HOT TUB
8/24/2020	33	8/25/2020	ISSUED	SOUTH FORK RUSSELL CREEK	6000 sf farm shop/equipment storage	EKLUND, JAMES & SHIRLEY	GARAGE SHOP
8/25/2020	34	8/27/2020	ISSUED	1237 BEET RD	1092 sf Pool house	SUTHERLAND, WESLEY & MARY	OTHER STRUCT
7/23/2020	0	7/29/2020	ISSUED	947 W LANGDON RD	Install heat pump	YOUNG'S HEATING & COOLING, LLC	PLUMBING MEC
7/24/2020	0	7/24/2020	FINALED	548 TOUCHET NORTH RD	Install Daikin Ductless Mini split system	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/19/2020	26	8/26/2020	ISSUED	98 HATCH GRADE RD	3588 sf Enclosed Pole Bldg, 800 sf Cov Patio, 584	LENK GENERAL CONTRACTING LLC	POLE BUILDING
7/27/2020	0	7/28/2020	FINALED	105 SEDGWICK CT	Replace 4 ton air conditioner	GRASSI REFRIGERATION	E PLUMBING ME
8/28/2020	32	8/28/2020	ISSUED	98 PEARMAIN AVE	2880 sf Shop (360 sf office, 1440 sf shop, 1440 sf	JOHNSON, CHRISTOPHER D & BROOK	GARAGE SHOP
7/28/2020	0	7/28/2020	ISSUED	335 HILL RD	Replace heat pump & air handler	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
7/28/2020	0	7/29/2020	FINALED	959 S CAMPBELL RD	Reroof 28sqs w/tear off	VW QUALITY ROOFING LLC	E REROOF
7/29/2020	0	7/29/2020	ISSUED	21073 LYONS FERRY RD	Demo "Avon" building - 1600 sf	GAS TRANSMISSION NORTHWEST, LLC	DEMO
7/29/2020	0	7/29/2020	ISSUED	21073 LYONS FERRY RD	Demo "Warehouse" building - 3408 sf	GAS TRANSMISSION NORTHWEST, LLC	DEMO
7/29/2020	0	7/29/2020	ISSUED	1078 CLARENCE AVE	Replace heat pump & air handler	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
8/13/2020	15	9/1/2020	ISSUED	1595 HAVSTAD DR	728 sf Covered Patio, partially enclosed	WAHL, PATRICK T & LORI A	PORCH PATIO C
7/30/2020	0	7/31/2020	FINALED	1570 BEET RD	Install Air handler and heat pump	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/13/2020	14	8/14/2020	ISSUED	595 DEMARINI DR	2518 sf Residence, 350 sf Covered Patio, 1312 sf	KONEN, MICHAEL H & RONDA M	1 FAM RESIDEN
8/24/2020	25	8/24/2020	ISSUED	2014 MILL CREEK RD	378 sf Pump house for fire pond pump	INN AT ABEJA VINEYARDS LLC	NEW COMMERC
7/31/2020	0	7/31/2020	FINALED	348 PROSPECT AVE	Replace 2.5 ton air conditioner.	GRASSI REFRIGERATION	E PLUMBING ME
7/31/2020	0	8/3/2020	ISSUED	1192 LAWSON LN	Reroof 28 sqs. with composition	ELSOM ROOFING, INC	E REROOF
8/3/2020	0	8/4/2020	ISSUED	172 T BAR T RD	Reroof 35 sqs w/tear off	VW QUALITY ROOFING LLC	E REROOF
8/13/2020	10	8/14/2020	ISSUED	576 NE DAWSON ST	960 sf Detached Shop	PACK, WILLIAM J & MARGO ANNETTE	GARAGE SHOP
8/17/2020	14	8/17/2020	ISSUED	629 SW 12TH ST	625 sf Deck Cover over existing deck	FERRARO, JAMES P & PAMELA S	PORCH PATIO C
8/25/2020	22	8/27/2020	ISSUED	292 DESTINY DR	1051 sf Covered Patio & remodel - windows, door	WILEY, JASON A & BETHANY D	PORCH PATIO C
8/28/2020	25		APPROVED	16560 W HWY 12	Change in Use - Construction office - no reno, 10	GUY F ATKINSON CONST LLC	CHANGE IN USE
8/4/2020	0	8/5/2020	ISSUED	1848 CATALPA LN	GAS PIPING	YOUNG'S HEATING & COOLING, LLC	E PLUMBING ME
8/4/2020	0	8/4/2020	ISSUED	1606 DETOUR RD	Replace furnace & heat pump	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME

Status as of 9-17-2020

Permits Applied For - July 1 - September 15, 2020 (Building and Fire)

8/5/2020	1	8/5/2020	ISSUED	7 KENSINGTON DR	Change out existing Natural Gas fireplace	FIRE & WATER	E PLUMBING ME
8/27/2020	23	8/28/2020	ISSUED	12295 DODD RD	533 sf Masonry Block "Disinfection" Building	PORT OF WALLA WALLA	NEW COMMERC
			AWAITING PAYMENT	2478 S 3RD AVE	Finish Interior Remodel - see expired permit B15-	O'LAUGHLIN, SCOTT P	ADDITION REMC
8/5/2020	0	8/5/2020	FINALED	270 BUSSELL RD	Gas furnace & Airconditioner	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/11/2020	6	8/31/2020	ISSUED	468 GARDENA RD	2160 sf Unheated Enclosed Pole Bldg	JACK WALLACE CONSTRUCTION	POLE BUILDING
8/24/2020	19		APPROVED	131 DAYBREAK RD	3248 sf Residence, 872 sf Covered Porch/Patio, 8	NICOARA, SEBASTIAN & SHELAH	1 FAM RESIDEN
8/28/2020	23	8/31/2020	ISSUED	245 TRACY RD	350 sf Addition to existing residence	COON, CORY L	ADDITION REMC
8/31/2020	26		APPROVED	133 DAYBREAK RD	816 sf ADU & 2684 sf Shop	NICOARA, SEBASTIAN & SHELAH	ACCESSORY DV
9/2/2020	28	9/3/2020	ISSUED	1103 GRANDVIEW AVE	1656 sf Pole Building open on all sides	DICKERSON, STEPHEN & BARBARA	POLE BUILDING
8/6/2020	0	8/6/2020	ISSUED	18 PATRICIA PL	Replace furnace & heat pump	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
8/6/2020	0	8/6/2020	ISSUED	443 NW EVANS AVE	Ductless mini split HP	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/6/2020	0	8/6/2020	ISSUED	216 ELECTRIC AVE	Install Air-conditioner	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/7/2020	0	8/10/2020	ISSUED	1840 SHELTON RD	Mini Split heat pump	AMERICAN AIR HEATING/CLNG LLC	E PLUMBING ME
8/17/2020	10	8/17/2020	ISSUED	6146 MILL CREEK RD	Enclose 220 sf portion of existing porch	VIXIE CONSTRUCTION, LLC	ADDITION REMC
8/17/2020	10	8/19/2020	ISSUED	187 HANSON LOOP	1200 sf Enclosed on 3 sides Pole Building	STEEL STRUCTURES AMERICA, INC	POLE BUILDING
8/17/2020	10	8/20/2020	ISSUED	1321 RESER RD	Inground heated Pool	RAMOS, RAFAEL & MICHELLE	POOL HOT TUB
8/25/2020	18	8/26/2020	ISSUED	3334 LANETTE CIR	960 sf Enclosed 3 sides Pole Building w/120 sf op	JOE'S QUALITY CONSTRUCTION LLC	POLE BUILDING
			UNDER REVIEW	1199 OLD MILTON HWY	1099 sf Detached ADU, 456 sf Covered Porch, 96	BLOCK, ANDREW D	ACCESSORY DV
8/10/2020	0	8/10/2020	FINALED	4403 CLODIUS RD	Daikin Ductless Mini split (4) heads	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
			AWAITING PAYMENT	1871 BARNEY RD	Add 3 Antennas at top of Tower	CENTURYLINK	COMMUNICATIC
8/11/2020	0	8/11/2020	ISSUED	391 RUSSET RD	18 sq tear off & replace comp and PVC	DAN LUCE CONST & ROOFING INC	E REROOF
8/11/2020	0	8/11/2020	ISSUED	433 MCKINNEY RD	24 sq comp remove and replace	DAN LUCE CONST & ROOFING INC	E REROOF
8/11/2020	0	8/12/2020	ISSUED	3120 CANBERRA DR	Reroof 28 sq w/tear off	BERENTSEN ROOFING & CONSTRUCTI	REROOF
8/24/2020	12	8/25/2020	ISSUED	83 SNIDER DR	Replace roof, 182 sf Bath/laundry addition, 84 sf C	SZramek, Michael & Patricia	ADDITION REMC
8/24/2020	12	8/25/2020	ISSUED	83 SNIDER DR	Replace roof, 182 sf Garage addition	SZramek, Michael & Patricia	ADDITION REMC
8/27/2020	15	8/28/2020	REVISION REVIEW	329 COUNTY RD NO 448	Add 320 sf Covered Deck w/ 35 sf Ramp	AMERICA'S CONSTRUCTION	PORCH PATIO D
			UNDER REVIEW	4704 STATELINE RD	900 sf Carport	HAMMON, JACK D & JANICE E	CARPORT
			UNDER REVIEW	4207 OLD MILTON HWY	In ground Swimming Pool & 200 sf Mechanical Bldg	LOPEZ, BERNARDO & MARIYA	OTHER STRUCT
8/13/2020	0	8/13/2020	ISSUED	556 COUNTY RD # 448	Replace heat pump & air handler	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
8/13/2020	0	8/14/2020	ISSUED	3796 PRANGER RD	Install Carrier (3) head mini split.	GRASSI REFRIGERATION	E PLUMBING ME
9/3/2020	21		APPROVED	4964 LEWIS PEAK RD	504 sf Covered Deck & 256 sf Covered Patio	HUETT RONALD F & CONNIE L	ADDITION REMC
8/14/2020	0	8/14/2020	ISSUED	2935 KENDALL RD	Replace furnace & heat pump	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
8/14/2020	0	9/2/2020	FINALED	90 CHAMPION ST	Re-roof Maintenance Bldg - 39 sq w/tear-off	TOUCHET SCHOOL DIST	REROOF
9/4/2020	21	9/8/2020	ISSUED	2160 DEPPING RD	80 cy Grading & top soil Fill for lawn area	EAGON, CHRISTOPHER R & KATIE	GRADING

Status as of 9-17-2020

Permits Applied For - July 1 - September 15, 2020 (Building and Fire)

9/9/2020	26	9/9/2020	ISSUED	519 EQUESTRIAN WAY	2480 sf Enclosed Pole bldg, 480 sf Lean to, 72 sf	MRD GENERAL CONTRACTING LLC	POLE BUILDING
9/16/2020	33		APPROVED	311 PARADISE DR	768 sf Garage	DESERT VIEW CONSTRUCTION	GARAGE SHOP
8/26/2020	8	9/9/2020	ISSUED	110 PEARMAIN AVE	1728 sf Residence, 1728 sf Barn, 672 sf Cov Deck	JOHNSON, CHRISTOPHER D & BROOK	1 FAM RESIDEN
8/19/2020	0	8/19/2020	FINALED	650 W WHITMAN DR	Reroof residence 39 sq w/tear off	ICON ROOFING LLC	E REROOF
9/9/2020	21	9/15/2020	ISSUED	2124 STILLWATER DR	2571 sf Residence, 544 sf Cov Porch/Patio, 734 s	STONECREEK CUSTOM HOMES LLC	1 FAM RESIDEN
8/20/2020	0	8/20/2020	ISSUED	54 DANIEL LN	Replace heat pump & air handler	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
8/20/2020	0	8/25/2020	FINALED	10518 W HWY 12	Install 2 new 1,000 gal propane tanks & 1 new ser	JOHNSON CSTM FARMG/EXVTNG LLC	E PLUMBING ME
			UNDER REVIEW	3320 SOUTH FORK RUSSELL	2021 Kit Manufactured Home Placement	GILLESPIE HOMES INC	FACTORY BUILT
8/21/2020	0	8/21/2020	ISSUED	1427 MONROE ST	Install Daikin Ductless heat pump unit	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/21/2020	0	8/21/2020	FINALED	2010 BLUE CREEK RD	Install Daikin ductless heat pump system (2) head	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/21/2020	0	8/24/2020	FINALED	958 RESER RD	New furnace and ac	AMERICAN AIR HEATING/CLNG LLC	E PLUMBING ME
8/21/2020	0	8/21/2020	FINALED	1024 MOJONNIER RD	Reroof 35 sqs w/tear off	REAL ROOFING	E REROOF
8/26/2020	5	8/26/2020	ISSUED	156 CUTTERBEE PL	Install heat pump	YOUNG'S HEATING & COOLING, LLC	E PLUMBING ME
8/27/2020	6	8/28/2020	ISSUED	2777 HANSON LOOP	1041 sf Addition to MFG Home, 688 sf Covered P	HOWELL, MICHAEL R & KAREN L	ADDITION REMC
9/2/2020	12	9/3/2020	ISSUED	330 DEMARINI DR	304 sf Patio Cover & Kitchen remodel	JEFF MOELLER CONSTRUCTION, INC	ADDITION REMC
8/24/2020	0	8/24/2020	ISSUED	172 T BAR T RD	Install Electric furnace and Heat Pump	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/24/2020	0	8/24/2020	ISSUED	1729 BISCUIT RIDGE RD	Install electric furnace and heat pump	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/24/2020	0	8/24/2020	ISSUED	1958 CARL ST	Re-roof Residence 25 sq w/tear-off	THONNEY, WILLIAM L	REROOF
8/25/2020	0	8/25/2020	ISSUED	1236 FORREST LN	Install furnace & AC	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
			UNDER REVIEW	4207 OLD MILTON HWY	5835 sf 2 Story Residence, 1846 sf Cov Porch, 50	LOPEZ, BERNARDO & MARIYA	1 FAM RESIDEN
			UNDER REVIEW	728 FOSTER RD	Remove Wall, Install Beam, Post & Pad	SUTHERLAND ENTERPRISES, LLC	ADDITION REMC
			AWAITING PAYMENT	480 BERNEY DR	1224 sf Enclosed Pole Building	JACK WALLACE CONSTRUCTION	POLE BUILDING
8/26/2020	0		APPROVED	425 E SUNSET DR	Install 3 ton electric heat pump and 36000 BTU fu	M CAMPBELL & CO, LLC	E PLUMBING ME
8/26/2020	0	8/27/2020	ISSUED	150 E BOEING AVE	Relocate package unit, replace ducting.	GRASSI REFRIGERATION	E PLUMBING ME
8/26/2020	0	8/27/2020	FINALED	760 MCDONALD RD	20 x 40 Special Event Tent 8/27/20 - 8/31/20	SANDY'S U-RENT	SPECIAL EVENT
			APP RECEIVED	4754 RUSSELL CREEK RD	760 sf ADU, 190 sf Covered Porch	JS INFINITY CONSTRUCTION LLC	ACCESSORY DV
8/27/2020	0	9/1/2020	ISSUED	38 CLEARVIEW LN	Ductless	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
8/27/2020	0	9/1/2020	ISSUED	254 WHEAT RIDGE LN	Install electric furnace and heat pump	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
			UNDER REVIEW	273 KOOSKOOSKIE RD	Replace foundation under house - 158 Linear feet	CLARKE, FRANCIS III & ROSEMARY	FOUNDATION OI
			UNDER REVIEW	746 SMITH RD	2100 sf & 1680 sf Quonset Buildings - no Endwall	WHITE, DEL	GARAGE SHOP
			UNDER REVIEW	519 JACOBS RD	170 sf Self Supporting Covered Porch	ABENROTH BUILDERS	PORCH PATIO D
9/1/2020	0	9/1/2020	ISSUED	1157 BRAEBURN TER	Replace furnace & heat pump	COLLEGE PLACE HTG & A/C INC	E PLUMBING ME
9/1/2020	0	9/1/2020	ISSUED	350 STOVALL RD	Reroof 62 sqs w/ tear off	BERENTSEN ROOFING & CONSTRUCT	REROOF
			APP RECEIVED	2084 PLEASANT ST	2383 sf Res, 732 sf Base, 621 sf Cov Porch, 1157	STONECREEK CUSTOM HOMES LLC	1 FAM RESIDEN

Status as of 9-17-2020

Permits Applied For - July 1 - September 15, 2020 (Building and Fire)

			AWAITING PAYMENT	48 W LANGDON RD	1551 sf Residence, 377 sf Cov Porch/Patio, 624 s	EMICK CONSTRUCTION INC	1 FAM RESIDEN
			APP RECEIVED	S 4TH AVE	3600 sf enclosed Pole Building	SHIVELL CONSTRUCTION	POLE BUILDING
9/3/2020	0	9/3/2020	FINALED	1840 SHELTON RD	New Furnace & A/C install	AMERICAN AIR HEATING/CLNG LLC	E PLUMBING ME
9/3/2020	0	9/4/2020	ISSUED	211 PARADISE DR	Install LP gas fireplace, gas line and exhaust syst	FIRE & WATER	E PLUMBING ME
			APP RECEIVED	2675 HERITAGE RD	Replace existing roof w/ Trusses	GARCIA, ALFONSO & ORTIZ, MEDINA A	ADDITION REMC
9/4/2020	0	9/4/2020	ISSUED	213 FARMLAND RD	Commercial re-roof 135 sq w/tear off	FLUID APPLIED ROOFING LLC	E REROOF
			FEES PAID ONLINE	102 E LANGDON RD	Add bedroom in basement & remove wall on main	NBR DESIGN	ADDITION REMC
9/8/2020	0	9/9/2020	ISSUED	1355 BRYANT AVE	Reroof 13 sqs w/tearing off	VW QUALITY ROOFING LLC	E REROOF
			APP RECEIVED	947 SUMMERS CIRCLE	2075 sf Main Floor, 1399 sf Bsmnt, 558 sf Cov Pa	BECK, PETER W & GAYLE M	1 FAM RESIDEN
			APP RECEIVED	34 BUSSELL RD	450 sf 2nd flr Res, 235 sf Tack/laundry rm, 765 sf	WHITESIDE DESIGN/BUILD LLC	1 FAM RESIDEN
9/10/2020	0		APPROVED	44 NEWTOWN PL	GAS PIPING	TOTAL COMFORT SOLUTIONS LLC	E PLUMBING ME
9/10/2020	0	9/14/2020	ISSUED	934 GRANDVIEW AVE	Replace siding >2000 sf	ANDERSON, CLARENCE G & JUDY P	E SIDING WINDC
9/15/2020	5	9/17/2020	ISSUED	1788 OLD MILTON HWY	Install a new wood burning stove	HOUK MASONRY INC	PLUMBING MEC
9/17/2020	7	9/17/2020	ISSUED	350 EQUESTRIAN WAY	Special event Tents / 9/18 - 9/21/2020	SANDY'S U-RENT	SPECIAL EVENT
9/17/2020	7		APPROVED	35 LAST CHANCE RD	Special Event tents 9/18-9/20/20	SANDY'S U-RENT	SPECIAL EVENT
9/11/2020	0	9/15/2020	ISSUED	3070 RESERVOIR RD	Reroof Residence - 38 Sq w/tear off	STC CONSTRUCTION LLC	REROOF
			APP RECEIVED	3554 POWER LINE RD	4427 sf 2 Story Res, 1649 sf Cov Patio, 1083 sf G	BATSON, OLIVER A & JULIE C	1 FAM RESIDEN
9/15/2020	0		APPROVED	242 KOOSKOOSKIE RD	Heat pump and 3 indoor heads	TOTAL QUALITY AIR LLC	E PLUMBING ME
9/16/2020	1		APPROVED	128 CHERRY ST	Replace 3 windows	NW EXTREME INSTALLERS INC	SIDING WINDOW

Status as of 9-17-2020

- 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.